RECORD 10-05-1999

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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #51

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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ginal documents or copy thereof

1. Name of conveying party(ies):

NATIONSBANK, N.A.

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

2. Name and address of receiving party(ies)

Name: STYLING TECHNOLOGY CORPORATION

Internal Address:

2390 E. Camelback Road

Suite 435

Street Address:

City: Phoenix State: AZ ZIP: 85016

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other FULL RELEASE OF LIEN

(I.P. Security Agreement and Assignment - See attached copy)

Execution Date: June 16, 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)

See attached Annex A-2(a)

B. Patent No.(s)

See attached Annex A-1(a)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Janet E. Newbould

Internal Address:

Donohoe, Jameson & Carroll, P.C.

Street Address: 1201 Elm Street

Suite 3400

City: Dallas State: TX ZIP: 75270

6. Total number of applications and patents involved: 19

7. Total fee (37 CFR 3.41).....$ 760.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

Janet E. Newbould
Name of Person Signing

Signature

June 17, 1999
Date

Total number of pages including cover sheet, attachments, and document: 47

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

Annex A-2(a)

U.S. Patent Applications

Nature of Interest (e.g. owner, licensee)	Serial No.	Filing Date
Styling Technology Corporation (owner)	29/085,711	3/27/98
European Touch Co., Incorporated (owner)	09/031,206	2/26/98

Annex A-1(a)

U.S. Patents

Nature of Interest (e.g. owner, licensee)	Patent No.	Issue Date
Styling Technology Corporation (owner)		
	D 289,565	4/28/87
	D 330,766	11/3/92
	D 333,883	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
European Touch Co., Incorporated (owner)		
	D 384,440	9/30/97
	D 387,488	12/9/97
	D 388,544	12/30/97
	5,370,140	12/6/94
	5,587,108	12/24/96
European Touch, Ltd. II (owner)	D 288,729	3/10/87
	D 303,162	8/29/89
	D 346,043	4/12/94
	D 356,217	3/14/95

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ASSIGNMENT, dated as of June 30, 1998, made among each of the signatories party hereto (collectively, the "Grantors" and each a "Grantor"), and NationsBank, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent"), for itself, and each lender a party to the Credit Agreement defined below (the "Lenders") and each Affiliate (as defined in the Credit Agreement) of each Lender that has entered into an Interest Hedge Agreement with an Obligor, provided that such Lender was a Lender at the time that such Interest Hedge Agreement was entered into (as defined in the Credit Agreement) (singularly, a "Secured Party" and collectively, "Secured Parties").

RECITALS

(1) Styling Technology Corporation, a Delaware corporation (the "Borrower"), the Administrative Agent, BankBoston, N.A., as Documentation Agent, and the Lenders entered into that certain Credit Agreement, dated as of June 30, 1998 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Credit Agreement or in Section 5.1 hereof.

(2) It is the intention of the parties hereto that this Agreement create a first priority security interest in certain property of the Grantors securing the payment of the obligations set forth in Section 1.2 hereof, subject to only Permitted Liens.

(3) It is a condition precedent to the obligation of the Secured Parties to enter into the Loan Documents and to, among other things, make the Advances, and issue, or participate in the issuance of Letters of Credit under the Credit Agreement that the Grantors shall have executed and delivered to the Administrative Agent this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Parties to enter into the Loan Documents and to, among other things, make the Advances and issue, or participate in the issuance of, Letters of Credit under the Credit Agreement, the Grantors hereby agree with the Administrative Agent for its benefit and the ratable benefit of the other Secured Parties, as hereinafter set forth.

ARTICLE 1

Grant of Security Interest

Section 1.1 Assignment and Grant of Security Interest. Each Grantor hereby assigns to, and pledges and grants to the Administrative Agent, for its benefit and the ratable benefit of the other Secured Parties, a security interest in, the entire right, title and interest of such Grantor, in and to the Collateral. Notwithstanding anything herein to the contrary, "Collateral" shall not include any items to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its rights in such items is expressly prohibited or restricted and the consent of the applicable Persons has not been obtained, provided that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any money or other amounts due or sums due in respect of such items under section 9.318 of the UCC.

Section 1.2 Security for Obligations. This Agreement creates an enforceable security interest in the Collateral, subject only to Permitted Liens, securing the payment and performance of any and all of the Obligations. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to the Administrative Agent or any other Secured Party under any Loan Document, but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding under any Debtor Relief Law involving any Grantor (including all such amounts which would become due or would be secured but for the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding of any Grantor or any other Person under any Debtor Relief Law). With respect to each Grantor other than the Borrower, notwithstanding anything herein to the contrary, in any action or proceeding involving any state corporate law, or any state or federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally if the Security Interest granted by any Grantor herein shall be held void, invalid or unenforceable, or subordinated to the liens or claims of any other creditors, on account of the amount of the Obligations secured by such Security Interest then, the amount of the Obligations secured by such Security Interest shall, without any action by such Grantor, the Administrative Agent, any other Secured Party or any other Persons, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 1.3 Validity and Priority of Security Interest. Each Grantor agrees that the Security Interest shall at all times be valid, perfected, continuing and binding and enforceable against such Grantor, in accordance with the terms hereof, as security for the Obligations, and that the Collateral shall not at any time be subject to any other Lien, except Permitted Liens.

Section 1.4 Maintenance of Status of Security Interest, Collateral and Rights.

(a) Required Action. Each Grantor shall take all action that may be necessary and that the Administrative Agent may reasonably request, so as at all times (i) to maintain the validity,

perfection, enforceability and priority of the Security Interest in the Collateral in conformity with the requirements of Section 1.3, and (ii) to protect and preserve, and to enable the exercise or enforcement of, the rights of the Administrative Agent hereunder, including (A) immediately discharging all Liens, except Permitted Liens, and (B) executing and delivering financing or continuation statements, instruments of pledge, notices and instructions in each case in form and substance reasonably satisfactory to the Administrative Agent.

(b) Protection of Collateral. Each Grantor shall protect, preserve, renew and maintain, in each case in a manner consistent with reasonably responsible business and legal practices as determined by such Grantor, all rights of such Grantor in the Collateral, including (i) making any filings necessary to renew or maintain the Registrations, (ii) prosecuting such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as such Grantor in its reasonable business judgment deems appropriate under the circumstances or (iii) appearing in and defending any action or proceeding that may materially adversely affect such Grantor's title to or the Administrative Agent's Security Interest in any part of the material Collateral, when such action is in such Grantor's reasonable business judgment necessary to protect the Collateral. Any expenses incurred by the Grantors in protecting, preserving, renewing and maintaining the Collateral shall be borne by the Grantors. To the maximum extent permitted by Laws, during the continuance of an Event of Default, the Administrative Agent shall have the right, without taking title to any Collateral, to bring suit to enforce its Security Interest in any or all of the Collateral, in which event each Grantor shall, at the reasonable request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. All reasonable costs, reasonable expenses and other moneys reasonably advanced by the Administrative Agent in connection with the foregoing shall, whether or not there are then outstanding any amounts under the Credit Agreement, be treated as Obligations, but the making of any advances by the Administrative Agent or any other Secured Party shall not relieve the Grantors of any Event of Default.

(c) Authorized Action. The Administrative Agent is hereby authorized to file one or more continuation statements, and during the continuance of an Event of Default, financing statements (if any Grantor refuses to execute such financing statement after request by the Administrative Agent), amendments thereto, notices and instructions without the signature of or in the name of the Grantor when permitted by Applicable Law. A photocopy or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by Applicable Law.

(d) Registrations. Each Grantor shall renew or maintain, as specified in and permitted by Applicable Law, and shall, except to the extent that such Grantor determines in its reasonable business judgment that such action is not warranted, make any filings necessary to renew or maintain, the Registrations referred to in Section 2.3.

Section 1.5 Grantor Remains Obligated; the Administrative Agent and Secured Parties Not Obligated. The grant by the Grantors to the Administrative Agent of the Security Interest shall

not (i) relieve the Grantors from the performance of any term, covenant, condition or agreement on its part to be performed or observed (including by virtue of the exercise by the Administrative Agent of any of its rights hereunder), (ii) relieve the Grantors from any liability to any Person, under or in respect of any of the Collateral, (iii) impose any obligation on the Administrative Agent or any Secured Party or (iv) impose any liability on the Administrative Agent or any other Secured Party for any act or omission on the part of the Grantors relative thereto.

Section 1.6 Termination.

(a) After all amounts under the Notes and in respect of the Reimbursement Obligations have been paid in full and all other amounts and expenses due and payable hereunder shall be paid and until the Commitments have been terminated, (i) this Agreement shall terminate and be of no further force and effect (except as provided in Section 1.6(b)) and all rights to the Collateral shall revert to the Grantors, and (ii) the Administrative Agent will, at the Grantors' reasonable expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

(b) The Grantors agree that, to the extent permitted by Applicable Law, if at any time all or any part of any payment theretofore applied by the Administrative Agent and the other Secured Parties to any of the Obligations is or must be rescinded or returned by any Person for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any Grantor or any other Person), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Administrative Agent or any other Secured Party, and the Security Interest granted hereunder shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by the Administrative Agent or any other Secured Party had not been made.

ARTICLE 2

Representations and Warranties

Each Grantor represents and warrants as follows with respect to itself and the Collateral of such Grantor:

Section 2.1 Rights of the Grantor. Each Grantor is the legal and beneficial owner of the Collateral owned by it free and clear of any Lien, except for the Security Interest and Permitted Liens. No effective financing statement or other instrument similar in effect naming any Grantor as "debtor" covering all or any part of the Collateral is on file in any recording office, except such as (a) may have been filed in favor of the Administrative Agent relating to this Agreement, (b) may be filed in respect of other Permitted Liens and (c) may be filed in connection with respect to which the requirements of Section 3.1(i) of the Credit Agreement have been satisfied.

Section 2.2 Perfection. This Agreement, together with the filings referred to in Section 2.1(a) above, will create in favor of the Administrative Agent a valid and perfected security interest in the Collateral and such security interests will be a first priority security interest on existing Registrations, subject only to Permitted Liens.

Section 2.3 Registrations. Annexes A-1, A-2, B-1, B-2, C-1 and C-2, as applicable, set forth a true and complete list of all Registrations in the United States Patent and Trademark Office, the United States Copyright Office and related state filings owned by the Grantors as of the date hereof.

ARTICLE 3

Covenants

Section 3.1 Chief Executive Office. Each Grantor shall maintain its chief executive office and the office where the books and records relating to the Collateral are kept only at the location specified on Schedule 1 to the Security Agreement.

Section 3.2 No Disposition of Collateral. Except to the extent permitted by the Credit Agreement, no Grantor shall sell, transfer or otherwise dispose of any of the Collateral or any interest therein that is material to such Grantor's business, or grant any license thereunder, except for licenses granted or other dispositions in the ordinary course of business.

Section 3.3 Additional Property. If after the date hereof any Grantor uses or acquires any interest in any Registration which is within the definition of "Collateral" or modification, reformulation or other alteration to any Registration that is material to such Grantor's business, such Grantor shall execute and deliver to the Administrative Agent all documents and instruments the Administrative Agent may reasonably require to grant to the Administrative Agent a perfected first priority Lien therein (subject only to Permitted Liens) and to subject all of such interest to this Agreement, including but not limited to any new, supplementary or additional filings.

Section 3.4 Requested Information. In addition to such other Information as shall be specifically provided for herein, the Grantors shall furnish to the Administrative Agent such other Information with respect to the Collateral as the Administrative Agent may reasonably request from time to time in connection with the Collateral, or the protection, preservation, maintenance or enforcement of the Security Interest in the Collateral, including, without limitation, all documents in the Grantors' possession, or subject to its demand for possession, related to the production and sale by the Grantors, or any subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Grantors in connection with the Collateral, including by way of example, without limiting the interest granted by this Agreement, all lists and ancillary documents which identify and describe any of the Grantors' licensees and all quality specifications related to the license, for products sold or services rendered under or in connection with the Collateral.

ARTICLE 4

Event of Default

Upon the occurrence and during the continuance of an Event of Default:

Section 4.1 Application of Proceeds. All cash proceeds received by the Administrative Agent upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied as follows:

First: To the payment of all reasonable out-of-pocket costs and expenses incurred in connection with the sale of, collection of or other realization upon Collateral, including reasonable attorneys' fees and disbursements;

Second: To the payment of the Obligations to be distributed as provided in Section 2.10(d) of the Credit Agreement (with the Grantors remaining liable for any deficiency); and

Third: To the extent of the balance (if any) of such proceeds, to the payment to the Grantors or other Person legally entitled thereto.

Section 4.2 Remedies.

(a) If an Event of Default has occurred and is continuing, the Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Texas at that time (the "UCC"), and also may (i) require the Grantors to, and the Grantors hereby agree that they will at their reasonable expense and upon reasonable request of the Administrative Agent forthwith, assemble all or part of the Collateral (to the extent capable of being assembled) as reasonably directed by the Administrative Agent and make it available to the Administrative Agent at a place to be designated by the Administrative Agent, which is reasonably convenient to both parties or (ii) without notice, except as specified below, sell the Collateral or any portion thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. The Grantors agree that, to the extent notice of sale shall be required by Applicable Law, ten days' written notice to the Grantors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, provided that ten days' written notice does not violate any Applicable Law. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The

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Administrative Agent may be the purchaser at any sale of the Collateral and pay all or any part of the purchase price thereof by canceling part or all of the Obligations.

(b) If an Event of Default has occurred and is continuing, the Administrative Agent may obtain the appointment of a receiver of the Collateral.

(c) If an Event of Default has occurred and is continuing, the Administrative Agent may without notice to the Grantors and at such time or times as the Administrative Agent in its reasonable discretion may determine, exercise any or all of the Grantors' rights in, to and under, or in any way connected with or related to, any or all of the Collateral, including (i) enforcing the performance of, and exercising any or all of the Grantors' rights with respect to the Collateral, in each case by legal proceedings or otherwise and (ii) settling, adjusting, compromising, extending, renewing, discharging and releasing any or all legal proceedings brought with respect to any or all of the Grantors' rights with respect to the Collateral.

(d) Upon written demand of the Administrative Agent, the Grantors shall execute and deliver to the Administrative Agent an assignment or assignments of the Collateral and such other documents as are reasonably necessary to carry out the intent and purposes of this Agreement.

(e) For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section 4.2 at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Grantors hereby grant to the Administrative Agent, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation by the Administrative Agent to the Grantors) to, upon the occurrence and during the continuance of an Event of Default, use, assign, license or sublicense any of the Collateral now owned or hereafter acquired by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

Section 4.3 Indemnity and Expenses.

(a) THE GRANTORS JOINTLY AND SEVERALLY AGREE TO INDEMNIFY (WHICH SHALL BE PAYABLE FROM TIME TO TIME ON DEMAND) THE ADMINISTRATIVE AGENT AND OTHER SECURED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT) TO THE EXTENT THAT THE BORROWER IS REQUIRED TO DO SO UNDER SECTION 5.9 OF THE CREDIT AGREEMENT.

(b) Each Grantor will upon demand pay to the Administrative Agent the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Administrative Agent may incur in connection with

(i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral or (ii) the exercise or enforcement of any of the rights of the Administrative Agent hereunder.

ARTICLE 5

Interpretation

Section 5.1 Definitional Provision.

(a) Certain Terms Defined by Reference. The terms "collateral", "inventory", "rights", and "security interest" shall have the meanings ascribed thereto in the UCC, or, when capitalized, the meanings specified in subsection (b) below.

(b) Other Defined Terms. For purposes of this Agreement:

"Agreement" means this Agreement, including all schedules, annexes and exhibits hereto, as amended, modified, supplemented or restated from time to time.

"Collateral" means each of the Grantor's rights, title and interests, (whatever they may be) in each of the following, in each case whether now or hereafter existing or now owned or hereafter acquired by each Grantor and whether or not the same is subject to Article 9 of the UCC, and wherever the same may be located, but only to the extent such assets are not presently encumbered:

(i) the Trademarks and Goodwill;

(ii) the Patents;

(iii) the Copyrights;

(iv) all registrations or letters patent issued or applied for (now or hereafter) with respect to the Trademarks, Patents and Copyrights and renewals thereof in the United States and any state thereof (the "Registrations");

(v) any renewal, reissue, re-examination certificate, extension or the like with respect to the Trademarks, Patents and Copyrights;

(vi) all rights to use the Trademarks as trade names or assumed names in all aspects of its business;

(vii) all inventions, processes, production methods, proprietary information, know-how and trade secrets related to the Patents;

(viii) all licenses, sublicenses or user or other agreements granted in favor of or from each Grantor with respect to any of the foregoing, together with any Goodwill connected with or symbolized by any such licenses and agreements and the right to prepare for sale and sell any inventory of each Grantor covered by such licenses and agreements; and

(ix) all proceeds and products of the foregoing. The inclusion of "proceeds" of Collateral in the definition of "Collateral" shall not be deemed a consent by the Administrative Agent to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms hereof or by the Credit Agreement.

"Copyright" means any copyright, copyright registration and applications for such registration, including, but not limited to, the copyrights listed on Annex C-1 attached hereto, and all applications for copyrights, including those copyrights and applications listed on Annex C-2 attached hereto, together with all continuations, renewals, extensions, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for all past, present or future infringements thereof and the right to sue for past, present and future infringements thereof.

"Goodwill" means the goodwill of the businesses connected with the use of (or associated with) and symbolized by the Trademarks, but not any other goodwill.

"Information" means data, certificates, reports, statements (including financial statements), documents and other information in form (including electronic media) reasonably acceptable to the Administrative Agent.

"Patents" means all patents in any and all forms, and applications for patents, including but not limited to the patents listed on Annex A-1 attached hereto, and all patent applications listed on Annex A-2 attached hereto, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for past, present or future infringements thereof and the right to sue for past, present and future infringements thereof.

"Registrations" has the meaning set forth in the definition of Collateral.

"Security Interest" means the continuing security interest of the Administrative Agent in the Collateral intended to be effected by the terms of this Agreement or any financing and continuation statements or other filings contemplated hereby.

"Trademarks" means all trade names, trademarks, and service marks, in any and all forms, including but not limited to the registered trade names, trademarks, and service marks listed on Annex B-1 attached hereto, and all applications for registration of trade names, trademarks, and service marks, including those applications listed on Annex B-2 attached hereto, all common law rights to such trade names, trademarks and service marks, the right to recover for all past, present

and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"UCC" means Article 9 of the Uniform Commercial Code as in effect from time to time in the State of Texas.

Section 5.2 Power of Attorney. Each power of attorney, license and other authorization in favor of the Administrative Agent or any other Person granted by or pursuant to this Agreement shall be deemed to be irrevocable and coupled with an interest provided, however, each such power of attorney, license or other authorization shall terminate automatically on all amounts under the Notes and in respect of the Reimbursement Obligations have been paid in full and all other amounts and expenses due and payable hereunder shall be paid and until the Commitments have been terminated and shall only be exercisable during the occurrence or continuance of an Event of Default.

ARTICLE 6

Miscellaneous

Section 6.1 Administrative Agent's Right to Perform on the Grantors' Behalf. If any Grantor shall fail to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, the Administrative Agent may (but shall not be obligated to) do the same or cause it to be done or performed or observed, either in its name or in the name and on behalf of such Grantor, and in the event that such Grantor shall have failed to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, then such Grantor hereby authorizes the Administrative Agent to do so, and the Grantor hereby appoints the Administrative Agent, and any other Person the Administrative Agent may designate, as such Grantor's attorney-in-fact (exercisable only during the continuance of an Event of Default) to do, or cause to be done, in the name, place and stead of such Grantor in any way in which such Grantor itself could do, or cause to be done, any or all things necessary to observe or perform the terms, conditions, covenants and agreements to be observed or performed by such Grantor under this Agreement. In addition, each Grantor hereby irrevocably appoints the Administrative Agent as such Grantor's attorney-in-fact (exercisable only during the continuance of an Event of Default) to execute and deliver in such Grantor's name and stead to any purchaser at any sale held under Section 4.2 hereof any and all documents and instruments of assignment, transfer and conveyance necessary or appropriate to transfer to such purchaser the Collateral sold at such sale. This appointment as attorney-in-fact shall terminate upon the Release Date.

Section 6.2 Administrative Agent's Right to Use Agents. The Administrative Agent may exercise its rights under this Agreement through an agent or other designee.

Section 6.3 Limitation of the Administrative Agent's Obligations With Respect to Collateral.

(a) The Administrative Agent shall not have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto, except to the extent of any gross negligence or willful misconduct of the Administrative Agent or other Secured Parties.

(b) Nothing contained in this Agreement shall be construed as requiring or obligating the Administrative Agent, and the Administrative Agent shall not be required or obligated, to (i) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (ii) notify any Grantor of any decline in the value of any Collateral.

Section 6.4 Rights of the Administrative Agent under UCC and Applicable Law. The Administrative Agent shall have, with respect to the Collateral, in addition to all of its rights under this Agreement, (a) the rights of a secured party under the UCC, whether or not the UCC would otherwise apply to the collateral in question, and (b) the rights of a secured party under all other Applicable Laws.

Section 6.5 Waivers of Rights Inhibiting Enforcement. To the extent not prohibited by Applicable Law, each Grantor waives all rights of redemption, appraisement, or marshaling of assets.

Section 6.6 Notices and Deliveries.

(a) Manner of Delivery. All notices and other communications provided for hereunder shall be effectuated in the manner provided for in Section 11.1 of the Credit Agreement and to the extent that a notice or communication is sent to a Grantor, other than the Borrower, said notice shall be addressed to such Grantor, in care of the Borrower.

Section 6.7 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS) AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE REQUIRED TO BE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

Section 6.8 WAIVER OF JURY TRIAL. THE ADMINISTRATIVE AGENT, THE SECURED PARTIES AND THE GRANTOR HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDINGS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF

OR RELATED TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.9 Consent to Jurisdiction; Waiver of Immunities.

(a) Each Grantor and the Administrative Agent each hereby irrevocably submits to the non-exclusive jurisdiction of any United States Federal or Texas State courts sitting in Dallas, Texas, in any action or proceeding arising out of or relating to this Agreement, and each Grantor and the Administrative Agent hereby irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum.

(b) Nothing in this section shall limit the right of any Grantor, the Administrative Agent or any other Secured Party to bring any action or proceeding against any other party or its property in the courts of any other jurisdictions.

Section 6.10 Severability. Any provision of this Agreement which is for any reason prohibited or found or held invalid or unenforceable by any court or governmental agency shall be ineffective to the extent of such prohibition or invalidity or unenforceability, without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 6.11 Counterparts. This Agreement may be signed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

Section 6.12 Successors and Assigns. All of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, no Grantor may assign its liabilities and obligations under this Agreement without the prior written consent of all Secured Parties.

Section 6.13 Loan Documents. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 6.14 Obligations Not Affected. To the fullest extent permitted by Applicable Law, the obligations of the Grantors under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment or modification or addition or supplement to any Loan Documents or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by the Administrative Agent or any other Secured Party of any right, remedy, power or privilege under or in respect of, or any release of any guaranty or the Collateral or any part thereof provided pursuant to, this Agreement or any other Loan Documents;

(c) any waiver, consent, extension, indulgence or other action or inaction in respect of this Agreement, any other Loan Documents or any assignment or transfer of any thereof; or

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Grantor or any other Person, whether or not any Grantor shall have notice or knowledge of any of the foregoing.

Section 6.15 ENTIRE AGREEMENT. THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL ARGUMENTS BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

GRANTORS:

STYLING TECHNOLOGY CORPORATION, a Delaware corporation
GENA LABORATORIES, INC., a Texas corporation
J.D.S. MANUFACTURING CO., INC., a California corporation
U.K. ABBA PRODUCTS, INC., a California corporation
EUROPEAN TOUCH CO., INCORPORATED, a Wisconsin corporation
EUROPEAN TOUCH, LTD II, a Wisconsin corporation
BEAUTY PRODUCTS, INC., a Wisconsin corporation
COSMETICS INTERNATIONAL, INC., a Wisconsin corporation

By: _____

Name: Richard R. Ross
Title: Secretary for all corporations

SECURED PARTY:

NATIONSBANK, N.A., as the Administrative Agent

By: _____

Name: Frank M. Johnson
Title: Senior Vice President

0100\0718\120313.01

Annex A-1(b)

Foreign Patents

Nature of Interest (e.g. owner, licensee)	Patent No.	Issue Date	Country
Styling Technology Corporation (owner)			
	564,359	3/9/88	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 16474	11/9/87	France
	85 17 605	8/25/89	France
	29 43 8547	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
	191925	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.
European Touch Co., Incorporated (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.

Annex A-2(a)

U.S. Patent Applications

Nature of Interest (e.g. owner, licensee)	Serial No.	Filing Date
Styling Technology Corporation (owner)	29/085,711	3/27/98
European Touch Co., Incorporated (owner)	09/031,206	2/26/98

Annex A-2(b)

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
European Touch Co., Incorporated (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
	KD 0879/97	1/9/97	Vietnam
	KD 0880/97	1/9/97	Vietnam

Annex B-1(a)
Registered U.S. Trademarks

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered
Styling Technology Corporation (owner)				
	BEYOND UTOPIA	2,136,904		
	SOLAR ZONE			
	BODY DRENCH	1,607,079		3/26/93
	CLEAN & EASY	1,434,565		3/31/87
	KRISTY WELLS	1,099,163		
	KRISTY WELLS	1,266,725		
	KRISTY WELLS	1,373,286		
	KRISTY WELLS	2,078,294		
	ONE TOUCH	1,481,296		3/22/88
	ONE TOUCH	1,241,828		6/14/83
	ONE TOUCH	1,292,731		9/4/84
	PRO FINISH	1,748,041		
	SETS	2,046,845		3/18/97
	U.T.F.	1,804,056		11/16/93
Gena Laboratories, Inc. (owner)				
	ACTI-BRUSH	1,539,994		5/23/89
	BITE IT	1,724,550		10/13/92
	GENA	1,621,862		11/13/90
	GENA	19,992 (TEXAS)		
	HERBAL SOFT	1,761,944		3/30/93
	NAIL BRITE	1,698,542		6/30/92
	NAIL CAVIAR	1,763,915		4/13/93
	PEDI FRESH	1,447,038		7/14/87
	PEDI ICE	1,680,759		3/24/92
	PEDI SCRUB	1,429,774		2/24/87
	PEDI SEPTIC	1,430,836		3/3/87
	PEDI SOAK	1,488,067		5/17/88
	PEDI SOFT	1,430,806		3/3/87
	PERFECT FEET	1,794,077		9/21/93

Annex B-1(a)

Registered U.S. Trademarks

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered
J.D.S. Manufacturing Co., Inc. (owner)	ALPHA 9	1,477,309		2/23/88
	ALPHA 9 ROYAL BLUE	2,061,220		5/13/97
	OMNI PO	1,787,308		8/10/93
	PROFESSION-ALS ONLY TRIUMPH	1,881,793		3/7/95
U.K. ABBA Products, Inc. (owner)	ABBA LIQUID STYLING TOOLS	1,639,463		4/2/91
	ABBA PURE & NATURAL HAIR CARE	1,778,604		6/29/93
	ALPHAWORKS	1,997,861		9/3/96
	CRÈME-MOIST	2,123,972		12/23/97
	GELSENTIAL	1,909,682		8/8/95
	MICA	1,839,820		6/14/94
	RECOUP	1,685,002		5/5/92
	SETS	2,046,845		3/18/97
	TRIMINT	1,982,731		6/24/96
	TRUE SHAPES	2,007,080		10/8/96
	TRUMINT	2,090,098		8/19/97
European Touch Co., Incorporated (owner)	EUROPEAN TOUCH	1,376,788		1/7/86
	MELT-A-WAY	1,899,545		6/13/95
	NO BUBBLES	1,707,700		8/18/92
	NO TROUBLES REVIVANAIL	1,601,758		6/19/90
	THERACREME	1,547,001		7/11/89
	X-PRESS DRY	1,748,035		1/26/93

European Touch Ltd., II (owner)	EURO PALM	1,935,500	11/14/95
	OMNI SPA	1,767,361	4/27/93

Annex B-1(b)

Registered Foreign Trademarks

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered	Country
Styling Technology Corporation (owner)	CLEAN EASY	588,206		12/2/96	Benelux
	CLEAN & EASY	83,164		7/17/87	Canada
	CLEAN & EASY	1,368,546	9	8/25/86	France
	CLEAN & EASY	476210	9	4/1/87	Italy
	CLEAN & EASY	527,934			Mexico
	CLEAN & EASY	568,692			Mexico
	CLEAN & EASY	B/89/1584	3	8/27/93	South Africa
	CLEAN & EASY	1,471,614	3	12/19/97	U.K.
	CLEAN & EASY	1,471,615	11	12/19/97	U.K.
	CLEAN + BY INVERNESS	1,947,204	9	10/5/95	Spain
	CLEAN + EASY	177,945	9	5/22/95	Columbia
	CLEAN + EASY	83,164	9	7/12/93	Costa Rica
	CLEAN + EASY	84,117	20	4/15/96	Dominion Republic
	CLEAN + EASY	95564697	3,8	3/27/95	France
	CLEAN + EASY	RM C001871	3	8/16/97	Italy
	CLEAN + EASY	435,415	9	8/9/93	Mexico
	CLEAN + EASY	417,730	3	6/30/92	Mexico
	CLEAN + EASY	188,100	9	9/5/96	Paraguay
	CLEAN + EASY	367,971	39	7/7/97	South Korea
	CLEAN + EASY	445,524	3,9	9/23/97	Switzerland
	CLEAN + EASY	138,211		7/24/92	Turkey
	CLEAN + EASY BY INVERNESS	1,976,842	3	2/5/96	Spain
	ONE TOUCH	1,472,630		9/30/93	Argentina
	ONE TOUCH	667,024	11	5/17/96	Australia
	ONE TOUCH	592,678	8	2/6/96	Australia
	ONE TOUCH	592,676	3	12/17/92	Australia
	ONE TOUCH	385,100	9, 10	11/5/82	Benelux
	ONE TOUCH	588,207	3	2/19/97	Benelux
	ONE TOUCH	816552878	9	9/28/93	Brazil

ONE TOUCH	336,635	3	2/5/88	Canada
ONE TOUCH	714,994	3	11/14/94	China
ONE TOUCH	987,695	9	4/21/97	China
ONE TOUCH	177,438	3	5/12/95	Columbia
ONE TOUCH	188,991	9	9/29/95	Columbia
ONE TOUCH	83,162	9	7/12/93	Costa Rica
ONE TOUCH	87,410	3	6/20/94	Costa Rica
ONE TOUCH	77,875	20	6/15/95	Dominion Republic
ONE TOUCH	1,227,565	9	2/16/83	France
ONE TOUCH	95564695	8,3	3/27/95	France
ONE TOUCH	1,028,627	9	1/29/82	Germany
ONE TOUCH	39517723.5	3,11	11/10/97	Germany
ONE TOUCH	287/1998	3,9	2/26/98	Iceland
ONE TOUCH	146,000	3	5/23/91	Ireland
ONE TOUCH	146,001	9	5/23/91	Ireland
ONE TOUCH	100,421	8	3/3/98	Israel
ONE TOUCH	406,665	3	2/24/86	Italy
ONE TOUCH	457,746	9	11/24/86	Italy
ONE TOUCH	713,600	3	6/16/97	Italy
ONE TOUCH	43375	9	2/7/83	Lebanon
ONE TOUCH	476,561	9	10/11/94	Mexico
ONE TOUCH	417,732	3	6/30/92	Mexico
ONE TOUCH	311,901	3,9,11	11/12/96	Portugal
ONE TOUCH	29756	4		South Korea
ONE TOUCH	1,099,074	42	6/2/86	Spain
ONE TOUCH	1,098,164	3	8/3/85	Spain
ONE TOUCH	187,062	10,9	6/23/83	Sweden
ONE TOUCH	318,902	3	11/1/96	Sweden
ONE TOUCH	426,068	3,9	8/21/96	Switzerland
ONE TOUCH	137,722		7/24/92	Turkey
ONE TOUCH	1,206,037	9	10/27/83	U.K.
ONE TOUCH	1,427,358	9	5/9/90	U.K.
ONE TOUCH	1,427,357	3	2/21/92	U.K.
ONE TOUCH	59008	3	2/14/94	United Arab Emirates

Annex B-1(b) Page 3 of 3

Annex B-2(a)

U.S. Trademark Applications

Nature of Interest (e.g. owner, licensee)	Trademark	Serial No.	International Class Covered	Date of Application
Styling Technology Corporation (owner)	ATG	75/375,928		10/20/97
	BODY DRENCH & DESIGN	75/399,520		12/3/97
	BOOST	75/382,475		10/31/97
	BOTANICAL BRIGHTS	75/437,176		2/16/98
	BOTANICAL HIGH-LITES	75/437,175		2/16/98
	CAPACITY	75/379,615		10/27/97
	CARBO PLEX	75/384,316		11/04/97
	CATALYST NRG	75/371,096		10/10/97
	COMPOSITION 7	75/382,476		10/31/97
	HERBAL FIXATION	75/436,904		2/16/98
	HYDRO-BALANCING & DESIGN	75/399,384		12/3/97
	HYDRO-BALANCING BODY & SKIN CARE	75/374,219		10/16/97
	INFINITI			
	KIZMIT	75/184,053		4/13/98
	NATURAL EXTRACT	75/377,981		
	POCKET POLISH			
	REGENERATE NXS	75/371,281		10/10/97
	SAT	75/375,871		10/20/97
	SUN SPOT SOLUTION	75/377,980		10/23/97

	SUNSUOUS	75/437,009	2/16/98
	SUNTOPIA	75/259,616	10/21/97
	SUNTOPIA GLAZE	75/371,095	10/10/97
	TAN FX	75/382,477	10/31/97
	TAN XL	75/375,935	10/20/97
	UTOPIA ABSOLUTE & DESIGN	75/208,078	
	WRAPPERS	75/259,615	
Gena Laboratories, Inc. (owner)	PERFECT HANDS	74/649,688	
U.K. ABBA Products, Inc. (owner)	BOTANICAL FINISH	75/248,713	
	BOTANICAL HIGH	75/295,090	12/9/97
	BOTZ	75/087,725	9/23/97
	EXACTING	75/248,674	1/29/98
	HERBAL SPA	75/493,987	
	HERBAL THERAPY	75/331,554	
	MOISTURE SCENTSATION	75/248,667	
	MOLASSES PURIFIER	75/248,706	
	ZEROSCENT	75/202,449	09/30/97
European Touch Co., Incorporated (owner)	9-1-1 RESCUE FOR SENSITIVE NAILS AND DRY CUTICLES	75/326,894	7/18/97
	CHEVRON	75/145,759	8/6/96
	REJUVANAIL	75/179,658	10/10/96
	RENU-A-NAIL	75/027,241	6/5/95
	REVITANAIL	75/382,053	10/30/97
	STOP-N-GROW	75/326,895	7/18/97
European Touch Ltd., II (owner)	SOLACE	75/394,540	11/21/97

Annex B-2(b)

Foreign Trademark Applications

Nature of Interest (e.g. owner, Licensee)	Trademark	Serial No.	International Class Covered	Date of Application	Country
Styling Technology Corporation (owner)	BODY DRENCH			4/98	Ecuador
	BODY DRENCH	244642			New Zealand
	BODY DRENCH	643437		10/2/97	European Community
	BODY DRENCH	796,219		1/5/98	Canada
	BODY DRENCH	97/145645		9/25/97	South Africa
	CLEAN & EASY	816552094	3		Brazil
	CLEAN & EASY	5979/91	11		Ireland
	CLEAN & EASY	5978/91	3		Ireland
	CLEAN + EASY	95/11252	9		South Africa
	CLEAN + EASY	1,815,903			Argentina
	CLEAN + EASY	1,815M904	9		Argentina
	CLEAN + EASY	724,934	8,3		Australia
	CLEAN + EASY	792,877			Canada
	CLEAN + EASY	950113777			China
	CLEAN + EASY	395 13 628.8	11,9,1		Germany
	CLEAN + EASY	M9500493	9,3		Hungary
	CLEAN + EASY	1084/1997	3,9		Iceland
	CLEAN + EASY	676,574	3		India
	CLEAN + EASY	676,576	9		India
	CLEAN + EASY	676,575	11		India
	CLEAN + EASY	67,276	3,9		Lebanon
	CLEAN + EASY	N/000730	3		Macao
	CLEAN + EASY	N/000731	11		Macao
	CLEAN + EASY	96/09088	11		Malaysia
	CLEAN + EASY	96/09100	8		Malaysia
	CLEAN + EASY	96/09099	3		Malaysia
	CLEAN + EASY	246421	8		Mexico
	CLEAN + EASY	246420	14		Mexico
	CLEAN + EASY	276,033	3		New Zealand
	CLEAN + EASY	276,034	9		New Zealand

CLEAN + EASY	311,902	11,9,3		Portugal
CLEAN + EASY	95/09240			Sweden
CLEAN + EASY	279,345			Uruguay
HYDRO-BALANCING BODY & SKIN CARE	759622		4/14/98	Australia
HYDRO-BALANCING BODY & SKIN CARE	820683566			Argentina
HYDRO-BALANCING BODY & SKIN CARE			4/15/98	Brazil
HYDRO-BALANCING BODY & SKIN CARE	797886		4/15/98	European Community
HYDRO-BALANCING BODY & SKIN CARE	329485		4/98	Mexico
HYDRO-BALANCING BODY& SKIN CARE	875365		4/16/98	Canada
NATURAL EXTRACT			4/23/98	European Community
NATURAL EXTRACT			4/23/98	European Community
ONE TOUCH	816552885	3		Brazil
ONE TOUCH	96/02773	11		Hong Kong
ONE TOUCH	96/02772	9		Hong Kong
ONE TOUCH	96/06492	3		Hong Kong
ONE TOUCH	96/06491	8		Hong Kong
ONE TOUCH	M95 00494			Hungary
ONE TOUCH	876,579	11		India
ONE TOUCH	876,577	3		India
ONE TOUCH	876,578	9		India

ONE TOUCH	16240/1994	8		Japan
ONE TOUCH	16239/1994	3		Japan
ONE TOUCH	67,275	3		Lebanon
ONE TOUCH	N/000724	3		Macao
ONE TOUCH	N/000726	11		Macao
ONE TOUCH	N/000725	8		Macao
ONE TOUCH	96/09087	11		Malaysia
ONE TOUCH	96/09103	3		Malaysia
ONE TOUCH	96/09086	8		Malaysia
ONE TOUCH	276,037	3		New Zealand
ONE TOUCH	276,038	9		New Zealand
ONE TOUCH	95/13489/90	9,3		Paraguay
ONE TOUCH	1187/96	8		Venezuela
ONE TOUCH	89/1582	3		South Africa
ONE TOUCH	89/1583	8		South Africa
ONE TOUCH	96/14064	38		South Korea
ONE TOUCH & DESIGN	246,419	8		Mexico
ONE TOUCH (DESIGN)	246,422	8		Mexico
ONE TOUCH in Katakana	12156/1996	8		Japan
ONE TOUCH with Design in Katakana	12155/1996	30		Japan
SUN SPOT SOLUTION			4/23/98	Canada
SUN SPOT SOLUTION			4/98	European Community
SUNTOPIA	525790		5/1/97	European Community
SUNTOPIA				Argentina
SUNTOPIA				Australia
SUNTOPIA				Brazil
SUNTOPIA				Canada
SUNTOPIA	525,790			European Community
SUNTOPIA				Mexico
SUNTOPIA	97/145646		10/21/97	South Africa

	SUNTOPIA GLAZE		4/98	Argentina
	SUNTOPIA GLAZE	820668206	4/9/98	Brazil
	SUNTOPIA GLAZE	793,844	4/9/98	European Community
	SUNTOPIA GLAZE	329115	4/13/98	Mexico
	TAN FX		4/98	Argentina
	TAN FX		4/98	Brazil
	TAN FX	876404	4/98	Canada
	TAN FX	808683	4/28/98	European Community
	TAN FX		4/98	Mexico
	TAX FX	760560	4/24/98	Australia
	U.T.F.			European Community
	WRAPPERS			Canada
	WRAPPERS			European Community
	ZEROSCENT			Argentina
	ZEROSCENT			Australia
	ZEROSCENT			Brazil
	ZEROSCENT			Canada
	ZEROSCENT			European Community
	ZEROSCENT			Mexico
U.K. ABBA Products, Inc. (owner)	ABBA PURE & NATURAL HAIR CARE	10976/94		Hong Kong
	ABBA PURE & NATURAL HAIR CARE	203687		Mexico
	ABBA PURE & NATURAL HAIR CARE	80132/94	5/5/97	Singapore
	BODY DRENCH			Ecuador
	HERBAL THERAPY	321228	1/29/98	Mexico
	HERBAL THERAPY	404486	1/30/98	Chile

HERBAL THERAPY	733345	1/28/98	European Community
HERBAL THERAPY	98-001547	1/30/98	Venezuela
HERBAL THERAPY	01420		Bolivia
HERBAL THERAPY	98-004490		Columbia
HERBAL THERAPY			Canada
HERBAL THERAPY	2,130-071		Argentina
HERBAL THERAPY			Brazil
HERBAL THERAPY	02617		Paraguay
HERBAL THERAPY	301259		Uruguay
MICA			Argentina
MICA			Australia
MICA			Brazil
MICA			Canada
MICA			European Community
MICA			Mexico
MOISTURE SENSATION			Argentina
MOISTURE SENSATION			Australia
MOISTURE SENSATION			Brazil
MOISTURE SENSATION			Canada
MOISTURE SENSATION			European Community
MOISTURE SENSATION			Mexico
MOLASSES PURIFIER			Argentina
MOLASSES PURIFIER			Australia
MOLASSES PURIFIER			Brazil

	MOLASSES PURIFIER				Canada
	MOLASSES PURIFIER				European Community
	MOLASSES PURIFIER				Mexico
	TRUE SHAPES				Argentina
	TRUE SHAPES				Australia
	TRUE SHAPES				Brazil
	TRUE SHAPES				Canada
	TRUE SHAPES				European Community
	TRUE SHAPES				Mexico
	TRUMINT				Argentina
	TRUMINT				Australia
	TRUMINT				Brazil
	TRUMINT				Canada
	TRUMINT				European Community
	TRUMINT				Mexico
European Touch Co., Incorporated (owner)	9-1-1 RESCUE FOR SENSITIVE NAILS AND DRY CUTICLES	601,146	3	7/29/97	European Community
	B.O.S.S. OVERLAY SYSTEM	601,229	3	7/29/97	European Community
	CHEVRON	601,252	3	7/29/97	European Community
	E.T.C. COMPLETE OVERLAY SYSTEM	601,245	3	7/29/97	European Community
	EUROPEAN TOUCH	601,096	3	7/29/97	European Community
	MELT-A-WAY	601,260	3	7/29/97	European Community
	REVIVANAIL	601,104	3	7/29/97	European Community

SKIN NORMALIZING LOTION	601,203	3	7/29/97	European Community
STOP-N-GROW	601,211	3	7/29/97	European Community
THERACREME	601,179	3,5	7/29/97	European Community
XPRESS DRY	601,187	3	7/29/97	European Community

Annex C-1

Copyrights

Type	Title	Registration No.	Issue Date	Country of Issue
TEXT	Hydro-Therapy Whirlpool Footspas	TX-3-812-494		U.S.
TEXT	European Touch, Ltd., II	TX-3-812-495		U.S.

Annex C-2

Copyright Applications

Type	Title	Application No.	Issue Date	Country of Issue
NONE				

Annex A-2(a)

U.S. Patent Applications

Nature of Interest (e.g. owner, licensee)	Serial No.	Filing Date
Styling Technology Corporation (owner)	29/085,711	3/27/98
European Touch Co., Incorporated (owner)	09/031,206	2/26/98

Annex A-1(a)

U.S. Patents

Nature of Interest (e.g. owner, licensee)	Patent No.	Issue Date
Styling Technology Corporation (owner)		
	D 289,565	4/28/87
	D 330,766	11/3/92
	D 333,883	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
European Touch Co., Incorporated (owner)		
	D 384,440	9/30/97
	D 387,488	12/9/97
	D 388,544	12/30/97
	5,370,140	12/6/94
	5,587,108	12/24/96
European Touch, Ltd. II (owner)	D 288,729	3/10/87
	D 303,162	8/29/89
	D 346,043	4/12/94
	D 356,217	3/14/95

FULL RELEASE OF LIEN

The undersigned, NATIONSBANK, N.A., a national banking association, as Administrative Agent ("Administrative Agent") declares that it was the true and lawful holder and owner of the indebtedness fully described in and secured by a lien in the Intellectual Property Security Agreement dated as of June 30, 1998, and financing statements filed pursuant thereto, from Styling Technology Corporation, Gena Laboratories, Inc., J.D.S. Manufacturing Co., Inc., U.K. ABBA Products, Inc., European Touch Co., Incorporated, European Touch, Ltd. II, Beauty Products Inc., and Cosmetics International Inc. to Administrative Agent, and recorded as the instruments listed on Schedule A hereto, to which reference is here made, and hereby acknowledges the payment in full of said indebtedness on or about June 18, 1999 and the satisfaction and discharge of said lien.

IN WITNESS WHEREOF subscribed on this 16th day of June, 1999.

Attest: Kenneth G. Rogers
Assistant Secretary

NATIONSBANK, N.A., as Administrative Agent

By: _____
Name: NATALIE E. HEBERT
Title: VICE PRESIDENT

0100\0718\147156.1

Annex A-1(a)

U.S. Patents

Nature of Interest (e.g. owner, licensee)	Patent No.	Issue Date
Styling Technology Corporation (owner)		
	D 289,565	4/28/87
	D 330,766	11/3/92
	D 333,883	3/9/93
	4,216,775	8/12/80
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	D 303,162	8/29/89
	D 346,043	4/12/94
	D 356,217	3/14/95

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ASSIGNMENT

Among

THE GRANTORS NAMED HEREIN
as Grantors

and

NATIONSBANK, N.A.
Administrative Agent

June 30, 1998

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RECORDED: 10/01/1999

PATENT
REEL: 010272 FRAME: 0707