

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

PART A
(Patents)

<u>Description</u>	<u>Registration No.</u>	<u>Issue Date</u>
<u>Spiveco, Inc. patents:</u>		
Lipstick dispenser (U.S.)	4,880,326	11-14-89
Lipstick dispenser (Canada)	1,327,026	02-15-94
Dispenser	4,976,562	12-11-90
Cake Cosmetic Applicator	4,828,419	05-08-89
Product Dispenser	4,997,300	03-05-91
Cake Cosmetic Applicator	5,873,670	02-23-99
<u>Super Brush, Co., Inc. patents:</u>		
Molded Mascara Applicator	4,804,004	12-15-86
Molded Mascara Applicator	4,565,205	01-21-86
<u>Skyblazer, Inc. patents:</u>		
Flare Apparatus	6,092,467	01-25-00
Flare Launcher	5,924,229	07-20-99
Flare w/Annular Seal	5,526,751	06-18-96
Flare Composition and Flare	1,302,092	06-02-92
Comprising said Composition (Canada)	Assigned to Skyblazer 5-31-94	
<u>Skyblazer, Inc. Pending patents:</u>		
Enhanced Flare apparatus	S/N 09/223520	Filed 12/30/98
Breech Locking Safety for Flare Launchers	S/N 09/487910	Filed 01/17/00

PART B
(Trademarks)

No registered Trademarks

PART C
(Copyrights)

No Copyrights

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 February 9, 2001, is made by SPIVECO, INC., a California corporation ("Spiveco"), and SUPER BRUSH CO., INC., a Massachusetts Corporation ("Brush") (Spiveco and Brush are collectively referred to herein as "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

RECITALS

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

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to induce Lender to extend the financial accommodations as provided for therein, each Grantor has agreed to execute and deliver this Agreement to Lender.

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, each Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan 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. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or derivations of such Grantor), and whether owned by or consigned by or to, or leased from or to, such Grantor, and regardless of where located (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;

(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;

(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;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists and other 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 such Grantor 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 such

Grantor 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 such Grantor against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by such Grantor 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.

3. Covenants Regarding Intellectual Property Collateral.

(a) Each Grantor shall notify Lender immediately if it knows or has reason to know (i) that any application or registration relating to any of its Licenses, Patents, Trademarks or Copyrights that are material to the operation of its business may become abandoned or dedicated, or (ii) of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any such License, Patent, Trademark or Copyright that is material to the operation of its business, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, each Grantor shall execute and deliver any and all security documents as Lender may request to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless such Grantor shall determine that (i) such Patent, Trademark or Copyright is not material to the conduct of its business or (ii) in its reasonable judgment, it is not desirable to such Grantor's business to register such Patent, Trademark or Copyright.

(d) In the event that any of any Grantor's Intellectual Property is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property is in no way material to the conduct of its business or operations, promptly sue for, and seek recovery of any and all damages resulting from, such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property.

4. Loan Agreement. The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

"Grantors"

SPIVECO, INC.

By: 

James R. Spivey
President

SUPER BRUSH CO., INC.

By: 

James R. Spivey
President

Agreed to and Acknowledged by:

"Lender"

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
David Klages
Duly Authorized Signatory

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

"Grantors"

SPIVECO, INC.

By: _____
James R. Spivey
President

SUPER BRUSH CO., INC.

By: _____
James R. Spivey
President

Agreed to and Acknowledged by:

"Lender"

GENERAL ELECTRIC CAPITAL CORPORATION

By: David Klages
David Klages
Duly Authorized Signatory