

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment of Security Interest

CONVEYING PARTY DATA

Name	Execution Date
Wachovia Bank, National Association, successor by merger to Congress Financial Corporation (Florida)	06/02/2006

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	D430354
Patent Number:	D397514
Patent Number:	D396130
Patent Number:	D365175
Patent Number:	D362808
Patent Number:	D329600
Patent Number:	D309196
Patent Number:	D305408
Patent Number:	5450864
Patent Number:	5287863

CORRESPONDENCE DATA

Fax Number: (312)577-4565

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3125778265

PATENT

500118791

REEL: 017833 FRAME: 0215

CH \$400.00 D430354

Email:	kristin.brozovic@kattenlaw.com
Correspondent Name:	Kristin Brozovic c/o Katten Muchin
Address Line 1:	525 W Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	330119-00091
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NAME OF SUBMITTER:	Kristin Brozovic
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Total Attachments: 8  
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AMENDMENT AND ASSIGNMENT OF PATENT COLLATERAL ASSIGNMENT AND  
SECURITY AGREEMENT

This Amendment and Assignment of Patent Collateral Assignment and Security Interest dated as of June 2, 2006 (this "**Amendment and Assignment**"), is made by and among Wachovia Bank, National Association, successor by merger to Congress Financial Corporation (Florida), in its capacity as Agent ("**Retiring Agent**") under the Loan Agreement (as defined below), CapitalSource Finance LLC, in its capacity as successor Agent ("**Successor Agent**") under the Loan Agreement, and Finanz St. Honore B.V. ("**Company**").

RECITALS

WHEREAS, Company, certain of Company's affiliates, the Lenders party thereto and Retiring Agent entered into that certain Loan and Security Agreement dated as of September 30, 2004 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Loan and Security Agreement**");

WHEREAS, Company, the Lenders party thereto and Retiring Agent entered into that certain Patent Collateral Assignment and Security Interest (as the same may be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Patent Agreement**") dated as of September 30, 2004 and recorded on October 18, 2004 with the United States Patent and Trademark Office at Reel 015878 and Frame 0277;

WHEREAS, pursuant to the Loan and Security Agreement and the Patent Agreement, Company granted to Retiring Agent, as agent on behalf of the Lenders, a continuing security interest in, among other things, all of Company's right, title and interest in and to the patents referred to in Exhibit A hereto;

WHEREAS, pursuant to that certain letter agreement of even date herewith by and between, among others, Retiring Agent and Successor Agent (the "**Assignment Letter Agreement**"), Retiring Agent has resigned as Agent and delegated its rights, remedies, duties and obligations under the Loan Agreement, the Patent Agreement and all other financing and collateral documents executed in connection therewith (collectively, the "**Loan Documents**") to Successor Agent as the successor Agent;

WHEREAS, Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Agent under the Loan Documents from Retiring Agent pursuant to the terms of the Assignment Letter Agreement;

WHEREAS, the parties hereto desire to execute this Amendment and Assignment for the purposes of (i) amending the Patent Agreement and the notice of such Patent Agreement in certain respects to reflect the transfer of Retiring Agent's interest as Agent to Successor Agent, and (ii) evidencing in the United States Patent and Trademark Office the assignment by Retiring Agent to Successor Agent of all of Retiring Agent's rights, remedies, duties and obligations under the Patent Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, Retiring Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan and Security Agreement.

2. Amendment of Patent Agreement. The Patent Agreement shall be amended such that Successor Agent shall replace Retiring Agent as "Agent" thereunder and all references to "Agent" thereunder shall hereinafter refer to CapitalSource Finance LLC, as Agent for the Lenders.

3. Assignment. In connection with the assignment from Retiring Agent to Successor Agent under the Assignment Letter Agreement, Retiring Agent does hereby assign and transfer all of its rights, remedies, duties and obligations as Agent under the Patent Agreement to Successor Agent, and Successor Agent hereby accepts all of Retiring Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Patent Agreement. The execution and delivery of this Amendment and Assignment shall not in any way affect or modify the liability of Company under the Loan and Security Agreement or the Patent Agreement, it being understood and agreed that notwithstanding this Amendment and Assignment, all of the obligations of Company under the Loan Documents shall be and remain enforceable by Successor Agent, as Agent under the Loan and Security Agreement and Patent Agreement, or by its successors and assigns against Company.

4. Severability. Whenever possible, each provision of this Amendment and Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment and Assignment. In addition, in the event any provision of or obligation under this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment and Assignment are included for convenience of reference only, do not constitute a part of this Amendment and Assignment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment and Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment and Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

8. Counterparts. This Amendment and Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment and Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Retiring Agent

By: Josephine Nardo  
Name: Josephine Nardo  
Title: Director

CAPITALSOURCE FINANCE LLC, as  
Successor Agent

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

FINANZ ST. HONORE B.V.

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

Patent Assignment- Finanz

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Retiring Agent

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

CAPITALSOURCE FINANCE LLC, as  
Successor Agent

By: \_\_\_\_\_  
Name: Keith D. Reuben  
Title: President - Healthcare & Specialty Finance

FINANZ ST. HONORE B.V.

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

Patent Assignment- Finanz

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above,

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Retiring Agent

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

CAPITALSOURCE FINANCE LLC, as  
Successor Agent

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

FINANZ ST. HONORE B.V.

By: \_\_\_\_\_  
Name: ISAAC F. Cohen  
Title: DIRECTOR

Patent Assignment- Finanz



**EXHIBIT A TO PATENT ASSIGNMENT****FINANZ ST. HONORE, B.V.**

Patents:

Country	Patent No.	Date	Title	Type of Patents	Owner
United States	D430354	8/29/2000	Nail file/buffer	Design	FSH
United States	D397514	8/25/1998	Combined set of artificial nails and support therefor	Design	FSH
United States	D396130	7/14/1998	Combined set of artificial nails and support therefor	Design	FSH
United States	D365175	12/12/1995	Artificial nail tip	Design	FSH
United States	D362808	10/3/1995	Bottle and cap	Design	FSH
United States	D329600	9/22/1992	Clam shell package	Design	FSH
United States	D309196	7/10/1990	Artificial nail sizing ring	Design	FSH
United States	D305408	1/9/1990	Clam shell package	Design	FSH
United States	5,450,864	34961	Artificial nail tips	Utility	FSH
United States	5,287,863	2/22/1994	Fingernail and toenail file/buffer	Utility	FSH

Patent Applications:

Patent Application	Application/Serial Number	Application Date
None		