

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment and Assignment of Patent Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
CapitalSource Finance LLC	04/25/2007

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	112 South Tryon Street
Internal Address:	Suite 700
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28284

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: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$400.00 D430354

Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC #872707

NAME OF SUBMITTER:

Matthew Mayer

Total Attachments: 8

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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

SECOND AMENDMENT AND ASSIGNMENT OF PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

This Second Amendment and Assignment of Patent Collateral Assignment and Security Interest dated as of April 25, 2007 (this "**Second Amendment and Assignment**"), is made by and among CapitalSource Finance LLC, assignee of Wachovia Bank, National Association, in its capacity as Agent (Wachovia being the "**Original Agent**" and CapitalSource Finance LLC being the "**Retiring Agent**") under the Existing Loan Agreement (as defined below), Patriarch Partners Agency Services, LLC, in its capacity as successor Agent ("**Successor Agent**") under the Existing Loan Agreement, and Finanz St. Honore B.V. ("**Company**").

RECITALS

WHEREAS, Company, certain of Company's affiliates, the Lenders party thereto and Original 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 June 2, 2006, the "**Original Loan Agreement**");

WHEREAS, Company, the Lenders party thereto and Original 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 June 2, 2006, 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 Original Loan Agreement and the Patent Agreement, Company granted to Original 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 (the "**Patents**");

WHEREAS, pursuant to that certain Amendment and Assignment of Patent Collateral Assignment and Security Interest dated as of June 2, 2006 by and between, among others, Original Agent and Retiring Agent (the "**First Assignment Agreement**"), Original Agent resigned as Agent and delegated its rights, remedies, duties and obligations under the Original Loan Agreement, the Patent Agreement and all other financing and collateral documents executed in connection therewith (collectively, the "**Original Loan Documents**") to Retiring Agent as the successor Agent, and Retiring Agent to accepted the assignment of the rights, remedies, and duties and assumed the obligations of the Original Agent under the Original Loan Documents from Original Agent pursuant to the terms of the First Assignment Agreement, which was recorded on June 23, 2006 with the United States Patent and Trademark Office at Reel 017833 and Frame 0215;

WHEREAS, Company, certain of Company's affiliates, the Lenders party thereto and Original Agent entered into that certain Amended and Restated Loan and Security Agreement dated as of June 2, 2006 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Existing Loan Agreement**");

WHEREAS, pursuant to the Existing Loan Agreement and the First Assignment 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;

WHEREAS, pursuant to that certain letter agreement dated as of the date hereof 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 Existing Loan Agreement, the Patent Agreement and all other financing and collateral documents executed in connection therewith (collectively, the "**Existing Loan Documents**") to Successor Agent as the successor Agent, and Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumed the obligations of the Agent under the Existing Loan Documents from Retiring Agent pursuant to the terms of the Assignment Letter Agreement;

WHEREAS, the parties hereto desire to execute this Second 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 Existing Loan 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 Patriarch Partners Agency Services, 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, without recourse and without representation or warranty, 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 Second Amendment and Assignment shall not in any way affect or modify the liability of Company under the Existing Loan Agreement or the Patent Agreement, it being understood and agreed that notwithstanding this Second Amendment and Assignment, all of the obligations of Company under the Existing Loan Documents shall be and remain enforceable by Successor Agent, as Agent under the

Existing Loan Agreement and Patent Agreement, or by its successors and assigns against Company.

4. Severability. Whenever possible, each provision of this Second 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 Second 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 Second Amendment and Assignment. In addition, in the event any provision of or obligation under this Second 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 Second Amendment and Assignment are included for convenience of reference only, do not constitute a part of this Second Amendment and Assignment for any other purpose, and have no substantive effect.

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

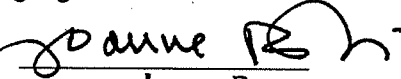
7. Governing Law. This Second Assignment and Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

8. Counterparts. This Second 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 Second Amendment and Assignment.

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

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

CAPITALSOURCE FINANCE LLC, as
Retiring Agent

By: 
Name: Joanne Fungaroli
Title: Authorized Signatory

PATRIARCH PARTNERS AGENCY
SERVICES, LLC, as Successor Agent

By: _____
Name: Lynn Tilton
Title: Manager

FINANZ ST. HONORE B.V.

By: _____
Name: _____
Title: _____

Patent Assignment- Finanz

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

CAPITALSOURCE FINANCE LLC, as
Retiring Agent

By: _____
Name: _____
Title: _____

PATRIARCH PARTNERS AGENCY
SERVICES, LLC, as Successor Agent

By:  _____
Name: Lynn Tilton
Title: Manager

FINANZ ST. HONORE B.V.

By: _____
Name: _____
Title: _____

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

CAPITALSOURCE FINANCE LLC, as Retiring Agent

By: _____
Name: _____
Title: _____

PATRIARCH PARTNERS AGENCY SERVICES, LLC, as Successor Agent

By: _____
Name: Lynn Tilton
Title: Manager

FINANZ ST. HONORE B.V.

By: _____
Name: ISAAC F. Cohen
Title: Director

Patent Assignment- Finanz

EXHIBIT A

<u>Patent</u>	<u>Patent Number</u>	<u>Reg/Filing Date</u>
See Atatched.		