

TRADEMARKS

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

Registered U.S. Trademarks

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered	
Styling Technology Corporation (owner)	AIR DRY	1,924,986	3	10/10/95	
	ATG	2,245,140	3	5/11/99	
	BODY DRENCH	1,607,079	3	3/26/93	
	CAPACITY	2,201,468	3	11/3/98	
	CLEAN + EASY	1,434,565	3	3/31/87	
	COSMIC	1,895,801	3	5/30/95	
	COMPOSITION 7	2,244,012	3	5/4/99	
	EMBRACE	1,862,199	3	11/15/94	
	FRAMESI (and design)	1,257,291	3	11/15/83	
	INFINITI	1,827,979	3	3/29/94	
	KRISTY WELLS	1,099,163	3	8/15/78	
	KRISTY WELLS	1,266,725	3	2/14/84	
	KRISTY WELLS	1,373,286	3	12/3/85	
	KRISTY WELLS	2,078,294	3	7/15/97	
	LAMP DRY	1,900,280	3	6/20/95	
	ONE TOUCH	1,481,296	3	3/22/98	
	ONE TOUCH	1,241,828	9	6/14/83	
	ONE TOUCH	1,292,731	9	9/4/84	
	PRO FINISH	1,748,041	3	1/26/93	
	SUNTOPIA	2,191,496	3	9/22/98	
	TAN XI	2,245,141	3	5/11/99	
	U.T.F.	1,804,056	3	11/16/93	
	Styling Technology Nail Corporation (owner)	ACTI-BRUSH	1,539,994	3	5/23/89
		BITE IT	1,724,550	5	10/13/92
		GENA	1,621,862	3	11/13/90
		GENA	19,992 (TEXAS)		
		GINA	1,848,906	3	8/9/94
HERBAL SOFT		1,761,944	3	3/30/93	
NAIL CAVIAR		1,763,915	3	4/13/93	
PEDI FRESH		1,447,038	3	7/14/87	
PEDI ICE		1,680,759	5	3/24/92	
PEDI SCRUB		1,429,774	3	2/24/87	

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered
	PEDI SEPTIC	1,430,836	5	3/3/87
	PEDI SOAK	1,488,067	5	5/17/88
	PEDI SOFT	1,430,806	3	3/3/87
	PERFECT FEET	1,794,077	3	9/21/93
	ALPHA 9	1,477,309	3	2/23/88
	ALPHA 9 ROYAL BLUE	2,061,220	3	5/13/97
	OMNI PO PROFESSIONALS ONLY	1,787,308	3	8/10/93
	TRIUMPH	1,881,793	3	3/5/95
U.K. ABBA Products, Inc. (owner)	ABBA PURE & NATURAL HAIR CARE	1,778,604	3	6/29/93
	ALPHAWORKS	1,997,861	3	9/3/96
	BOTANICAL HIGH	2,174,024	3	7/14/98
	BOTZ	2,164,439	3	6/9/98
	CREME-MOIST	2,123,972	3	12/23/97
	EXACTING	2,181,984	3	8/18/98
	GELSENTIAL	1,909,682	3	8/8/95
	MICA	1,839,820	3	6/14/94
	MOLASSES	2,213,776	3	12/29/98
	PURIFIER			
	RECOUP	1,685,002	3	5/5/92
	SETS	2,046,845	3	3/18/97
	TRIMINT	1,982,731	3	6/25/96
	TRUE SHAPES	2,007,080	3	10/8/96
	TRUMINT	2,090,098	3	8/19/97
	ZEROSCENT	2,171,888	3	7/7/98
Styling Technology Nail Corporation (owner)	9-1-1 RESCUE FOR SENSITIVE NAILS AND DRY CUTICLES	2,183,952	3	8/25/98

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered
	CHEVRON	2,175,811	3	7/21/98
	EUROPEAN TOUCH	1,376,788	3	1/7/86
	MELT-A-WAY	1,899,548	3	6/13/95
	NO BUBBLES NO TROUBLES	1,707,700	3	8/18/92
	RENU-A-NAIL	2,173,369	3	7/14/98
	REVIVANAIL	1,601,758	3	6/16/90
	THERACREME	1,547,001	3	7/11/89
	X-PRESS DRY	1,748,035	3	7/21/98
European Touch, Ltd. II (owner)	EURO PALM	1,935,500		11/14/95
	OMNI SPA	1,767,361		4/27/93
Ft. Pitt Acquisition, Inc. (owner)	SCULPT	0874406	3	8/5/69

Registered Foreign Trademarks

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered	Country	
Styling Technology Corporation (owner)	BODY DRENCH	491,213		3/11/98	Canada	
	BODY DRENCH	1,530,817		3/26/93	U.K.	
	CLEAN EASY	588,206		12/2/96	Benelux	
	CLFAN & EASY	330,162		7/17/87	Canada	
	CLEAN & EASY	1,368,546	9	8/25/86	France	
	CLEAN & EASY	476,210	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 & EASY	1,947,204	9	10/5/95	Spain	
	BY INVERNESS					
	CLEAN + EASY	1,648,118	3	10/21/97	Argentina	
	CLEAN + EASY	816,552,908	9	9/28/93	Brazil	
	CLEAN + EASY	493,007		4/16/98	Canada	
	CLEAN + EASY	177,945	9	5/22/95	Colombia	
	CLEAN + EASY	83,164	9	7/12/93	Costa Rica	
	CLEAN + EASY	84,117	20	4/15/96	Dominican Republic	
	CLEAN + EASY	95564697	3, 8	3/27/95	France	
	CLEAN + EASY	395.13.628.8	3, 9, 11	2/11/99	Germany	
	CLEAN + EASY	764/1998		7/6/98	Iceland	
	CLEAN + EASY	713,605	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	311,902	3, 9, 11	4/14/98	Portugal	
	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	1,472,629	9	9/30/93	Argentina	
	ONE TOUCHII	1,472,630	3	9/30/93	Argentina	
ONE TOUCH	667,024	11	5/17/96	Australia		

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered	Country
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		816552886	3		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	Colombia
ONE TOUCH		188,991	9	9/29/95	Colombia
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	Dominican 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		151,895	3, 9	2/20/95	Hungary
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		100,420	3	3/98	Israel
ONE TOUCH		100,421	8	3/3/98	Israel
ONE TOUCH		406,668	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		75707	9	2/7/83	Lebanon
ONE TOUCH		N/000724	3	6/27/96	Macau
ONE TOUCH		N/000725	8	6/27/96	Macau
ONE TOUCH		N/000726	11	6/27/96	Macau
ONE TOUCH		476,561	9	10/11/94	Mexico
ONE TOUCH		417,732	3	6/30/92	Mexico
ONE TOUCH		276,037	3	4/29/97	New Zealand
ONE TOUCH		276,038	9	4/27/97	New Zealand
ONE TOUCH		311,901	3, 9, 11	11/12/96	Portugal
ONE TOUCH		89/1582	3	2/27/89	South Africa
ONE TOUCH		89/1583	8	2/27/89	South Africa
ONE TOUCH		1,099,074	42	6/2/86	Spain

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered	Country
	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	7/20/96	United Arab Emirates
	ONE TOUCH	59007	9	7/20/96	United Arab Emirates
	ONE TOUCH	280,859	3, 9	5/21/98	Uruguay
	ONE TOUCH	65,267	8	1/31/96	Venezuela
	ONE TOUCH & DESIGN	530,421	14	9/5/96	Mexico
	ONE TOUCH BY INVERNESS	1,947,203	9	10/5/95	Spain
	SUNTOPIA	767,263	3	7/10/98	Australia
	SUNTOPIA	525,790	3	10/29/98	European Union
	SUNTOPIA	585,990	3	8/28/98	Mexico
	SUNTOPIA	584,520	3	8/5/98	Mexico
	GLAZE				
	ZEROSCENT	586,888		8/31/98	Mexico
U.K. ABBA Products, Inc. (owner)	ABBA	567,508			Mexico
	ABBA (Stylized)	6185/1998	3	9/20/94	Hong Kong
	ABBA PURE & NATURAL HAIR CARE	A641,189		9/21/94	Australia
	ABBA PURE & NATURAL HAIR CARE	430,475		7/15/94	Canada
	ABBA PURE & NATURAL HAIR CARE	8013/94	3	9/15/94	Singapore
	ABBA PURE & NATURAL HAIR CARE	276,421		11/24/94	Thailand
	ABBA PURE &	2,114,104		5/19/95	U.K.

Nature of Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	International Class Covered	Date Registered	Country
	NATURAL HAIR CARE				
	BOTANICAL HIGH	586,891	3	8/31/98	Mexico
	CREME-MOIST	593,927	3	11/26/98	Mexico
	GELSENTIAL	586,888		8/31/98	Mexico
	HERBAL THERAPY	206,751			Paraguay
	HERBAL THERAPY (2 words)	52,816	3	2/1/99	Peru
	HERBAL THERAPY (2 words)	301,259	3	9/17/98	Uruguay
	HYDRO-BALANCING BODY & SKIN CARE	586,452			Mexico
	MICA	586,892		8/31/98	Mexico
	MOISTURE	586,701		8/31/98	Mexico
	SCENTSATION				
	MOLASSES	586,893		8/31/98	Mexico
	PURIFIER				
	RECOUP	587,028		8/31/98	Mexico
	SETS	586,894	3	8/31/98	Mexico
	TRUE SHAPES	587,028		8/31/98	Mexico
	TRUMINT	586,890		8/31/98	Mexico

U.S. Trademark Applications

Nature of Interest (e.g. owner, licensee)	Trademark	Serial No.	International Class Covered	Date of Application	
Styling Technology Corporation (owner)	ALPHA 9	75/656,481	3	3/9/99	
	AQUATONIC	75/677,750	3	4/8/99	
	AQUATONIC	75/677,525	3	4/8/99	
	PURE & NATURAL HAIR SYSTEM				
	BARRACUDA	75/689,367	3	4/23/99	
	BODY	75/399,520	3	12/3/97	
	DRENCH & DESIGN				
	BOOST	75/382,475	3	10/31/97	
	CATALYST	75/371,096	3	10/10/97	
	NRG				
	CRUSHED ICE	75/624,700	3	1/22/99	
	DRENCH	75/493,986	3	6/1/98	
	SPORT				
	FRE	75/639,066	3	2/11/99	
	HOT LAVA	75/625,125	3	1/22/99	
	DRENCH				
	IDENTICALS	75/445,101	3	3/5/98	
	INVERWAX	75/612,221	3	1/1/99	
	KIZMIT	75/184,053	3	4/13/98	
	KIZMIT	75/503,807	3	6/17/98	
	KIZMIT	75/657,531	3	3/10/99	
	(stylized)				
	MOLTEN	75/625,126	3	1/22/99	
	DARK				
	DRENCH				
	MOONBEAM	75/689,947	3	4/23/99	
	PEDI JET	75/689,414	3	4/23/99	
	PLANET BODY	75/693,482	3	4/29/99	
DRENCH					
POCKET	75/222,925	3	1/9/97		
POLISH					
PRO FINISH	75/503,812	3	6/17/98		
REEFDANCER	75/689,946	3	4/23/99		
RIPTIDE	75/688,901	3	4/23/99		

Nature of Interest (e.g. owner, licensee)	Trademark	Serial No.	International Class Covered	Date of Application
	SAT	75/375,871	3	10/20/97
	STYL.COM	75/668,766	3	3/26/99
	SUNSUOUS	75/437,009	3	2/16/98
	SUNTOPIA GLAZE	75/375,935	3	10/10/97
	TAN CRAYON	75/689,948	3	4/23/99
	TAN FX	75/604,063	3	12/11/98
	WRAPPERS	75/259,615	3	3/18/97
U.K. ABBA Products, Inc. (owner)	ABBA	75/653,138	3	3/3/99
	ABBA PURE & NATURAL HAIR CARE (Words)	75/653,060	3	3/3/99
	ABBA PURE & NATURAL HAIR CARE (Stylized)	75/657,530	3	3/10/99
	BOTANICAL BRIGHTS	75/437,176	3	2/16/98
	BOTANICAL FINISH	75/248,713	3	2/27/97
	BOTANICAL HIGH-LITES	75/437,175	3	2/16/98
	HERBAL FIXATION	75/436,904	3	2/12/98
	HERBAL SPA	75/493,987	3	6/1/98
	HERBAL THERAPY	75/436,904	3	2/19/98
	HERBAL THER- APY	75/625,507	3	1/22/99
	SPA CARE	75/377,935	3	6/1/98
European Touch, Ltd. II (owner)	SOLACE	75/394,540	20	11/21/97
Ft. Pitt Acquisition, Inc. (owner)	PURE COLOR	75/620,474		New
	FRIZZ AWAY	75/407,977	3	12/19/97

Nature of Interest (e.g. owner, licensee)	Trademark	Serial No.	International Class Covered	Date of Application
	STOPP FRIZZ	75/382,478	3	10/31/97
	ROFFLER	75/373,126	3	10/15/97

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: 

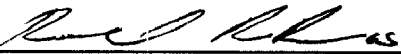
Richard R. Ross
Executive Vice President, Chief
Financial Officer and Treasurer

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: 

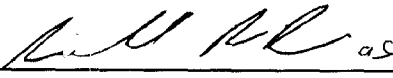
Richard R. Ross
Vice President and Treasurer

[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 Trademark Applications

Nature of Interest (e.g. owner, licensee)	Trademarks	Serial No.	International Class Covered	Date of Application	Country	
Styling Technology Corporation (owner)	BODY DRENCH	2,158,511		6/17/98	Argentina	
	BODY DRENCH	NEW		1/19/99	Australia	
	BODY DRENCH	820.944.246		7/28/98	Brazil	
	BODY DRENCH	9,886,468		3/30/98	Ecuador	
	BODY DRENCH II	643,437		10/2/97	European Community	
	BODY DRENCH	244,642			New Zealand	
	BODY DRENCH	97/145,645		9/25/97	South Africa	
	BOOST	876,643	3	4/29/98	Canada	
	CLEAN + EASY	95/11252	9		South Africa	
	CLEAN + EASY	1,815,903	3	9/10/91	Argentina	
	CLEAN + EASY	1,815,904	9	9/10/91	Argentina	
	CLEAN + EASY	724,934	8, 3	12/30/96	Australia	
	CLEAN + EASY	M9500493	9, 3	2/25/95	Hungary	
	CLEAN + EASY	676,574	3	8/14/95	India	
	CLEAN + EASY	676,576	9	8/14/95	India	
	CLEAN + EASY	676,575	11	8/14/95	India	
	CLEAN + EASY	67,276	3, 9		Lebanon	
	CLEAN + EASY	N/000730	3	6/27/96	Macao	
	CLEAN + EASY	N/000731	11	6/27/96	Macao	
	CLEAN + EASY	96/09088	11	8/7/96	Malaysia	
	CLEAN + EASY	96/09100	8	8/7/96	Malaysia	
	CLEAN + EASY	96/09099	3	8/7/96	Malaysia	
	CLEAN + EASY	276,033	3		New Zealand	
	CLEAN + EASY	276,034	9		New Zealand	
	CLEAN + EASY	304,203	11		New Zealand	
	CLEAN + EASY	311,902	11, 9, 3		Portugal	
	HYDRO-BALANCING BODY & SKIN CARE	2,144,901			4/15/98	Argentina
	HYDRO-BALANCING BODY & SKIN CARE	820.683.566			4/15/98	Brazil
	HYDRO-BALANCING BODY & SKIN CARE	875,365			4/16/98	Canada

Nature of Interest (c.g. owner, licensee)	Trademarks	Serial No.	International Class Covered	Date of Application	Country
	CARE				
	ONE TOUCH	124,568			Greece
	ONE TOUCH	816.552.885	3		Brazil
	ONE TOUCH	96/02773	11	3/27/96	Hong Kong
	ONE TOUCH	96/02772	9	3/27/96	Hong Kong
	ONE TOUCH	96/06492	3	5/28/96	Hong Kong
	ONE TOUCH	96/06491	8	5/28/96	Hong Kong
	ONE TOUCH	876,579	11	8/14/95	India
	ONE TOUCH	876,577	3	8/14/95	India
	ONE TOUCH	876,578	9	8/14/95	India
	ONE TOUCH	16240/1994	8	2/22/94	Japan
	ONE TOUCH	16239/1994	3	2/22/94	Japan
	ONE TOUCH	67,275	3	11/4/95	Lebanon
	ONE TOUCH	96/09087	11	8/7/96	Malaysia
	ONE TOUCH	96/09103	3	8/7/96	Malaysia
	ONE TOUCH	96/09086	8	8/7/96	Malaysia
	ONE TOUCH	95/13489/90	9, 3	6/29/95	Paraguay
	ONE TOUCH		3	NEW	Philippines
	ONE TOUCH		8	NEW	Philippines
	ONE TOUCH		9	NEW	Philippines
	ONE TOUCH		11	NEW	Philippines
	ONE TOUCH (in Katakana)	12156/1996	8		Japan
	ONE TOUCH (in Katakana)	12155/1996	3		Japan
	ONE TOUCH & Design	N/004148	9	1/13/99	Macao
	SUN SPOT SOLUTION	802,363		4/98	European Community
	SUNTOPIA	2,164,407		7/21/98	Argentina
	SUNTOPIA	820.944.190		7/28/98	Brazil
	SUNTOPIA	884,059		7/10/98	Canada
	SUNTOPIA	97/145,646		10/21/97	South Africa
	SUNTOPIA	2,144,020		4/98	Argentina
	GLAZE				
	SUNTOPIA GLAZE	820.668.206		4/9/98	Brazil
	SUNTOPIA GLAZE	793,844		4/9/98	European Community
	TAN FX	2,147,845		4/98	Argentina
	TAN FX	760,560		4/24/98	Australia
	TAN FX	820.707.910		4/98	Brazil
	TAN FX	876,404		4/98	Canada
	TAN FX	808,683		4/28/98	European

Nature of Interest (e.g. owner, licensee)	Trademarks	Serial No.	International Class Covered	Date of Application	Country
	TAN FX	330,987		4/98	Community
	U.T.F.	848,903		6/12/98	Mexico
	WRAPPERS	881,261		6/12/98	European Community
	WRAPPERS	848,745		6/12/98	Canada
	ZEROSCENT	2,157,378		6/17/98	European Community
	ZEROSCENT	783,350		1/19/99	Argentina
	ZEROSCENT	820,928,011		7/23/98	Australia
	ZEROSCENT	882,031		6/19/98	Brazil
	ZEROSCENT	851,899		6/16/98	Canada
					European Community

U.K. ABBA
Products, Inc.
(owner)

ABBA	NEW	3		NEW	Turkey
ABBA	2114104	3			U.K.
ABBA LIQUID STYLING TOOLS	Z159,445	3		6/26/98	Argentina
ABBA LIQUID STYLING TOOLS	820,928,020	3			Brazil
ABBA LIQUID STYLING TOOLS	930,412	3		9/15/98	European Community
ABBA LIQUID STYLING TOOLS	07677/1998	3		9/17/98	Switzerland
ABBA PURE & NATURAL HAIR CARE	2,172,048			8/27/98	Argentina
ABBA PURE & NATURAL HAIR CARE	821,281,860				Brazil
ABBA PURE & NATURAL HAIR CARE	916,361			8/26/98	European Community
ABBA PURE & NATURAL HAIR CARE	203,687				Mexico
ABBA PURE &	07678/1998				Switzerland

Nature of Interest (e.g. owner, licensee)	Trademarks	Serial No.	International Class Covered	Date of Application	Country
	NATURAL HAIR CARE				
	ARBA PURE &	NEW	3	NEW	Turkey
	NATURAL HAIR CARE				
	ALPHA WORKS	882,034		6/19/98	Canada
	ALPHIA WORKS	851,816		6/15/98	European Community
	BOTANICAL FINISH	851,915	3	6/16/98	European Community
	BOTANICAL HIGH				Argentina
	BOTANICAL HIGH	NEW		1/19/99	Australia
	BOTANICAL HIGH				Brazil
	BOTANICAL HIGH	882,030	3	6/19/98	Canada
	BOTANICAL HIGH	851,675	3	6/16/98	European Community
	CREME-MOIST	2,157,384	3	6/17/98	Argentina
	CREME-MOIST	783,357	3	1/20/99	Australia
	CREME-MOIST	882,033		6/19/98	Canada
	CREME-MOIST	1,006,691	3	12/11/98	European Community
	GELSENTIAL	2,157,383		6/17/98	Argentina
	GELSENTIAL	783,359		1/19/99	Australia
	GELSENTIAL	820.928.046		7/23/98	Brazil
	GELSENTIAL	882,032		6/19/98	Canada
	GELSENTIAL	851,881		6/16/98	European Community
	HERBAL THERAPY	2,130,071			Argentina
	HERBAL THERAPY	04120	3	2/2/98	Bolivia
	HERBAL THERAPY	820.499.480	3	7/13/98	Brazil
	HERBAL THERAPY	882,972	3	6/30/98	Canada
	HERBAL THERAPY	733,345	3	1/28/98	European Community
	HERBAL THERAPY	339,671	3	7/14/98	Mexico
	HERBAL THERAPY	98-001547	3		Venezuela

Nature of Interest (e.g. owner, licensee)	Trademarks	Serial No.	International Class Covered	Date of Application	Country
	THERAPY				
	HERBAL THERAPY	2,161,369			Argentina
	HERBAL THERAPY	8380	3	6/24/98	Bolivia
	HERBAL THERAPY	820.773.662	3	7/13/98	Brazil
	HERBAL THERAPY	882,973	3	6/30/98	Canada
	HERBAL THERAPY	98-004490	3	3/30/98	Colombia
	HERBAL THERAPY	832,071	3	5/28/98	European Community
	HERBAL THERAPY	339,671	3		Mexico
	HERBAL THERAPY	061,107	3		Peru
	HERBAL THERAPY	304,833	3		Uruguay
	HERBAL THERAPY	98-007039	3	4/23/98	Venezuela
	MICA	820.927.953		7/23/98	Brazil
	MICA	850,438		6/15/98	European Community
	MOISTURE SCENTSATION	2,159,446		6/26/98	Argentina
	MOISTURE SCENTSATION	783,356		1/19/99	Australia
	MOISTURE SCENTSATION	820.928.054		7/23/98	Brazil
	MOISTURE SCENTSATION	884,276		7/14/98	Canada
	MOISTURE SCENTSATION	858,860		6/23/98	European Community
	MOLASSES PURIFIER	2,157,382		6/17/98	Argentina
	MOLASSES PURIFIER	783,355		1/19/99	Australia
	MOLASSES PURIFIER	820.927.945		7/23/98	Brazil
	MOLASSES PURIFIER	881,571		6/16/98	Canada
	MOLASSES PURIFIER	850,479		6/15/98	European Community

Nature of Interest (e.g. owner, licensee)	Trademarks	Serial No.	International Class Covered	Date of Application	Country
	RECOUP	2,159,444		6/26/98	Argentina
	RECOUP	783,354		1/19/99	Australia
	RECOUP	820.928.038		7/15/98	Brazil
	RECOUP	859,868		6/24/98	European Community
	RECOUP	885,639		7/27/98	Canada
	SETS	2,157,380		6/17/98	Argentina
	SETS	783,353		1/19/99	Australia
	SETS	820.927.961		7/23/98	Brazil
	SETS	881,569		6/16/98	Canada
	SETS				European Community
	TRUE SHAPES	2,157,385		6/17/98	Argentina
	TRUE SHAPES	783,352		1/19/99	Australia
	TRUE SHAPES	820.927.970		7/23/98	Brazil
	TRUE SHAPES	881,570		6/16/98	Canada
	TRUE SHAPES	850,446		6/15/98	European Community
	TRUMINT	2,157,379		6/17/98	Argentina
	TRUMINT	783,351		1/19/99	Australia
	TRUMINT	820.927.996		7/23/98	Brazil
	TRUMINT	850,461		6/15/98	Canada
	TRUMINT	881,572		6/16/98	European Community
Styling Technology Nail Corporation (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	601,096	3	7/29/97	European

Nature of Interest (e.g. owner, licensee)	Trademarks	Serial No.	International Class Covered	Date of Application	Country
	TOUCH				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

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 C)**

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