

12-21-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101923338

12.18.01

To the Hon. Commissioner of Patents & Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

General Electric Capital Corporation

- Individual(s)
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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

2. Name and address of receiving party(ies):

Name:
Dana Perfumes Corp.

Street Address:
3 Landmark Square
Stamford, Connecticut

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

3. Nature of conveyance:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other—Release of Lien

Execution Date: March 12, ±999

4. Application number(s) or registration (numbers):

A. Trademark Application No(s).

B. Trademark Registration No(s).

157,885

1,434,443

Additional numbers attached? Yes No

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

Mark Lebow, Esquire
YOUNG & THOMPSON
Second Floor
745 South 23rd Street
Arlington, VA 22202

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No. 25-0120

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

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02 FC:482 25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing inform copy is a true copy of the original document.

Mark Lebow
Name of Person Signing

Signature

Date

12/17/01

Total number of pages including cover sheet: [8]

EXHIBIT 5.1.8

CONSENT AND AMENDMENT

CONSENT AND AMENDMENT, dated as of March 12, 1999, among Dana Perfumes Corp., a Delaware corporation ("Borrower"), the other Credit Parties to the Credit Agreement referred to below, General Electric Capital Corporation, a New York corporation ("GE Capital"), for itself, as Lender, and as Agent for Lenders, and the other Lenders party to the Credit Agreement.

WITNESSETH:

WHEREAS, Borrower, the other Credit Parties, Agent and Lenders are parties to that certain Credit Agreement, dated as of March 12, 1997 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), and unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Credit Agreement); and

WHEREAS, Borrower is entering into an Asset Sale and Purchase Agreement, dated as of the date hereof, among Borrower and Nicholas J. Miller, solely in his capacity as administrator (the "Administrator") of Dana U.K. Limited, a wholly owned subsidiary of Borrower under administration under the laws of the United Kingdom ("Dana U.K.") in the form attached hereto as Exhibit A (the "U.K. Purchase Agreement"); and

WHEREAS, Borrower is entering into an Asset Sale and Purchase Agreement, dated as of the date hereof, among Borrower, MEM Company, Inc. ("MEM") (which is a Credit Party to the Credit Agreement), Dana U.K. and Edenwest Limited ("Edenwest") in the form attached hereto as Exhibit B (the "Edenwest Purchase Agreement" and together with the U.K. Purchase Agreement, the "Purchase Agreements"); and

WHEREAS, Borrower has requested that Agent and Lenders consent to the transactions contemplated by the U.K. Purchase Agreement and the Edenwest Purchase Agreement, including, without limitation, the purchase by Borrower of the U.K. Assets from Dana U.K. and the sale by Borrower and MEM of the Assigned Copyrights, Assigned Marks, Know-How and U.K. Assets to Edenwest (in each case as defined in the Purchase Agreements and collectively referred to herein as the "Assets") contemplated by the Purchase Agreements; and

WHEREAS, Borrower has requested that Agent and Lenders amend the Loan Documents as hereinafter set forth; and

WHEREAS, Agent and Lenders have agreed to consent to the purchase of the U.K. assets and the sale of the Assets and to amend the Loan Documents, in each case, on the terms and subject to the conditions as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto hereby agree as follows:

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SECTION 1. Consent Relating to Sales: No Permanent Reduction of Commitment. Effective as of the Effective Date (as defined below):

(a) Notwithstanding Section 6.8 of the Credit Agreement, Agent and Lenders hereby consent to the purchase by Borrower of the U.K. Assets from Dana U.K. and the sale of the Assets (including without limitation the U.K. Assets) by MEM and Borrower to Edenwest upon the terms and subject to the conditions set forth in the Purchase Agreements. Accordingly, Agent and Lenders agree to release their Lien on: (a) the Assigned Marks, Assigned Copyrights, and Know-How, and the Liens created by operation of Section 2(a) of the Security Agreement, dated as of March 12, 1997, among the Grantors (as defined therein) and GE Capital Corporation, in its capacity as Agent for the Lenders (the "Security Agreement"); (b) upon the to be received by Borrower from Edenwest, of which ll be paid to Dana U.K. Limited under the U.K. Purchase Agreement in exchange for the purchase of the U.K. Assets and will be paid to Dana U.K. Limited in satisfaction of value added tax ("VAT"); and (c) upon the U.K. Assets to be purchased from Dana U.K. Limited by Borrower and then to be transferred to Edenwest pursuant to the Edenwest Purchase Agreement. The remainder of the consideration to be paid by Edenwest for the Assets shall be subject upon receipt from Edenwest Limited to a Lien by operation of Section 2(a) of the Security Agreement.

(b) Borrower and MEM acknowledge that pursuant to Section 1.2(b)(ii) of the Credit Agreement, both shall be required, immediately upon receipt by Borrower or any Credit Party of proceeds from the sale of the Assets to pay to Agent an amount equal to the net proceeds as specified in Section 1.2(b)(ii) of the Credit Agreement (the "Net Sale Proceeds"). Borrower further acknowledges that such net proceeds shall prepay (i) the Loans and (ii) and the Note Obligations (as such term is defined in that certain Agreement, dated as of August 28, 1998, among the parties hereto and the noteholders listed on the signature page thereof, as amended (the "Intercreditor Agreement")), and that such prepayment shall be applied in accordance with Section 1.2(c) of the Credit Agreement and Section 2(a) of the Intercreditor Agreement. Notwithstanding anything set forth to the contrary in the Credit Agreement (particularly the last sentence of Section 1.2(c) of the Credit Agreement), the Commitment shall not be permanently reduced by the amount of such prepayment in the case of the sale of the Assets as contemplated hereby.

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TO

07-AUG-2001 11:42 FROM EDENWEST LTD

(d) Each Lender agrees that the aggregate commitment of such Lender to make Revolving Credit Advances and/or incur Letter of Credit Obligations is amended and is as set forth on the signature page to this Consent and Amendment.

SECTION 3. Conditions Precedent to the Effectiveness of this Consent and Amendment. Except as otherwise expressly provided herein, this Consent and Amendment shall become effective as of the first date on which each of the following conditions shall have been satisfied or provided for in a manner satisfactory to Agent, or waived by Agent and all Lenders (such date is referred to herein as the "Effective Date"):

(a) Agent shall have executed this Consent and Amendment.

(b) Agent shall have received, in form and substance satisfactory to Agent, this Consent and Amendment, duly executed and delivered by Borrower, the other Credit Parties and all Lenders.

SECTION 4. Representations and Warranties of the Credit Parties. The Credit Parties represent and warrant to Agent and each Lender that this Consent and Amendment has been duly executed and delivered by each Credit Party and this Consent and Amendment and the Loan Documents constitute the legal, valid and binding obligation of the Credit Parties enforceable against each of them in accordance with their terms.

SECTION 5. Effect on the Loan Documents.

(a) Except as specifically amended above, the Credit Agreement, the Notes and all other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(b) The execution, delivery and effectiveness of this Consent and Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 6. Further Assurances. Agent and Lenders hereby agree that they shall, upon reasonable request of Borrower, duly execute and deliver, or cause to be duly executed and delivered, to Borrower, such further instruments, and do and cause to be done such further acts, as any be reasonably necessary or proper, in the reasonable opinion of Agent and Lenders, to carry out and document the release of the Lien on the Assets pursuant to Section 1 of this Consent and Amendment.

SECTION 7. Fees and Expenses. Borrower agrees to reimburse Agent for all reasonable out-of-pocket fees, costs and expenses, including the reasonable fees, costs and expenses of counsel or other advisors in connection with the preparation, execution, and delivery of this Consent and Amendment, or in connection such other documents or acts requested by Borrower under Section 6 hereof.

SECTION 8. GOVERNING LAW. THIS CONSENT AND AMENDMENT AND THE OBLIGATIONS ARISING HEREUNDER 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 THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

SECTION 9. Section Titles. Section titles contained in this Consent and Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

SECTION 10. Counterparts. This Consent and Amendment may be executed in any number of separate counterparts which may be accepted by facsimile transmission subject to the delivery of originally executed signature pages, each of which shall collectively and separately constitute one agreement.

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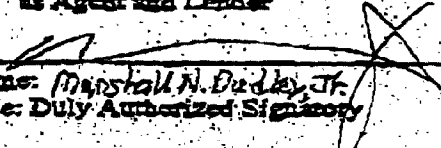
MAIL SERVICE & FINES

P.03/05

Commitment

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent and Lender

By: 
Name: Marshall N. Dudley, Jr.
Title: Duly Authorized Signatory

Commitment

NATIONAL CITY COMMERCIAL FINANCE, INC.

as Lender

By: _____
Name:
Title:

PNC BANK, N.A.
as Lender

By: _____
Name:
Title:

Commitment

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent and Lender

By: _____
Name:
Title: Duly Authorized Signatory

Commitment

NATIONAL CITY COMMERCIAL FINANCE, INC.
as Lender

By: Kathryn E. Ellero
Name: Kathryn E. Ellero
Title: Assistant Vice President

PNC BANK, N.A.
as Lender

By: _____
Name:
Title:

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Commitment

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent and Lender

By: _____
Name:
Title: Duly Authorized Signatory

Commitment

NATIONAL CITY COMMERCIAL FINANCE, INC.,
as Lender

By: _____
Name:
Title:

Commitment

PNC BANK, N.A.,
as Lender

By: _____
Name: *Francis D. Phillips*
Title:

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TOTAL P. 85