

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Elizabeth Arden Salon-Holdings, Inc.		07/09/2003	CORPORATION: DELAWARE
Elizabeth Arden Salons International, Inc.		07/09/2003	CORPORATION: DELAWARE
Elizabeth Arden Salons, Inc.		07/09/2003	CORPORATION: DELAWARE
Elizabeth Arden Resort Spas, Inc.		07/09/2003	CORPORATION: DELAWARE
Mario Tricoci Hair Salons and Day Spas, Inc.		07/09/2003	CORPORATION: DELAWARE
Red Door Salons, Inc.		07/09/2003	CORPORATION: DELAWARE
Red Door-Biltmore Fashion Park, Inc.		07/09/2003	CORPORATION: DELAWARE
Elizabeth Arden Salons-Chevy Chase, Inc.		07/09/2003	CORPORATION: DELAWARE
Red Door Salons-Tyson's Corner, Inc.		07/09/2003	CORPORATION: DELAWARE
NCP-EA Asset Corporation		07/09/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number
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**900000979**

**TRADEMARK  
REEL: 002683 FRAME: 0966**

**OP \$565.00 2499016**

Registration Number:	2499016
Registration Number:	2684119
Registration Number:	2336385
Registration Number:	2249906
Serial Number:	76449812
Serial Number:	76450062
Serial Number:	76449800
Serial Number:	76294605
Serial Number:	76271651
Serial Number:	76050686
Serial Number:	76047644
Serial Number:	76047641
Serial Number:	76047452
Serial Number:	76047453
Serial Number:	76047451
Serial Number:	76047642
Serial Number:	76493698
Serial Number:	76493697
Serial Number:	76479975
Serial Number:	76479980
Serial Number:	75811652
Serial Number:	75811142

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-201-3865  
Email: Sharon.Patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson  
Address Line 1: 55 E. Monroe St., Ste. 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3972029
NAME OF SUBMITTER:	Sharon Patterson

Total Attachments: 10

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**PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended or modified from time to time, this "Agreement") is made as of the 9<sup>th</sup> day of July, 2003 by and among the parties set forth on the signature page hereto (each, a "Grantor" and collectively, "Grantors"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith by and among Elizabeth Arden Spas, L.L.C., a Delaware limited liability company ("Borrower"), Agent and the Lenders from time to time party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, pursuant to a Master Guaranty of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Guaranty") among each Grantor and Agent, each Grantor has guaranteed the payment of all obligations of and amounts owing by Borrower under the Credit Agreement;

WHEREAS, a certain Security Agreement of even date herewith between Agent and Grantors (the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in certain of Grantors' assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in such Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and

those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of each Grantor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, each Grantor hereby assigns, transfers and conveys, effective upon the occurrence and during the continuance of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to any Grantor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by each Grantor. Each Grantor shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by such Grantor subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT GRANTORS SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ELIZABETH ARDEN SALON - HOLDINGS, INC.

By Neil Watanab  
Its VP + CFO

ELIZABETH ARDEN SALONS INTERNATIONAL, INC.

By Neil Watanab  
Its VP + Treasurer

ELIZABETH ARDEN SALONS, INC.

By Neil Watanab  
Its VP + Treasurer

ELIZABETH ARDEN RESORT SPAS, INC.

By Neil Watanab  
Its VP + Treasurer

MARIO TRICOCI HAIR SALONS AND DAY SPAS, INC.

By Neil Watanab  
Its VP + CFO

RED DOOR SALONS, INC.

By Neil Watanab  
Its VP + Treasurer

RED DOOR – BILTMORE FASHION PARK, INC.

By Neil Watanab  
Its \_\_\_\_\_

ELIZABETH ARDEN SALONS – CHEVY CHASE,  
INC.

By Neil Watanab  
Its \_\_\_\_\_

RED DOOR SALONS – TYSON'S CORNER, INC.

By Neil Watanab  
Its \_\_\_\_\_

NCP-EA ASSET CORPORATION

By Neil Watanab  
Its \_\_\_\_\_

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,  
as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_





**SCHEDULE I**

**Copyrights**

**None.**

**SCHEDULE II**

**Patents**

**None.**

## SCHEDULE III

### Trademarks

#### U.S. Trademarks:

<u>Owner</u>	<u>Trademark Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Issue Date</u>
Elizabeth Arden Salons, Inc.	VILLA FLORIANI (words only)	75-873592	2,499,016	10/16/2001
Elizabeth Arden Salons, Inc.	E-SOLUTIONS (words only)	75-873593	2,684,119	02/04/2003
Elizabeth Arden Salons, Inc.	SALON WORKS (words only)	74-688903	2,336,385	03/28/2000
Elizabeth Arden Salons, Inc.	SALON WORKS (words only)	75-059120	2,249,906	06/01/1999

#### U.S. Trademark Applications

<u>Owner</u>	<u>Status</u>	<u>Filed As Intent To Use</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Mark</u>
Elizabeth Arden Salon Holdings, Inc.	PUBLISHED	YES	76-449812	09/16/2002	SPA IN A BOX
Elizabeth Arden Salon Holdings, Inc.	PUBLISHED	YES	76-450062	09/16/2002	SPA IN A BOX
Elizabeth Arden Salon Holdings, Inc.	PUBLISHED	NO	76-449800	09/16/2002	E
Elizabeth Arden Salon Holdings, Inc.	ALLOWED	YES	76-294605	08/02/2001	THE SPA NEXT DOOR
Elizabeth Arden Salon Holdings, Inc.	ALLOWED	YES	76-271651	06/14/2001	THE SPA NEXT DOOR
Elizabeth Arden Salon Holdings, Inc.	ALLOWED	YES	76-050686	05/17/2000	SPA 7/52 LIVE IT. ANY DAY. EVERYDAY.
Mario Tricoci Hair Salons and Day Spas, Inc.	PENDING – SUSPENDED	YES	76-047644	05/12/2000	MARIO TRICOCI HAIR SALONS AND DAY SPAS
Mario Tricoci Hair Salons and Day Spas, Inc.	ALLOWED	YES	76-047641	05/12/2000	TRICOCI
Mario Tricoci Hair Salons and Day Spas, Inc.	ALLOWED	YES	76-047452	05/12/2000	MARIO TRICOCI TOO
Mario Tricoci Hair Salons and Day Spas, Inc.	ALLOWED	YES	76-047453	05/12/2000	MARIO TRICOCI

<u>Owner</u>	<u>Status</u>	<u>Filed As Intent To Use</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Mark</u>
Mario Tricoci Hair Salons and Day Spas, Inc.	ALLOWED	YES	76-047451	05/12/2000	MT
Mario Tricoci Hair Salons and Day Spas, Inc.	ALLOWED	YES	76-047642	05/12/2000	TRICOCI TOO
Elizabeth Arden Salons, Inc.	PENDING – INITIALIZED	YES	76-493698	02/28/2003	SPABRITE
Elizabeth Arden Salons, Inc.	PENDING – INITIALIZED	YES	76-493697	02/28/2003	SPABRITE WARNING: PEOPLE WILL STARE
Elizabeth Arden Salons, Inc.	PENDING – INITIALIZED	YES	76-479975	01/03/2003	PRINT-A-GIFT
Elizabeth Arden Salons, Inc.	PENDING – INITIALIZED	YES	76-479980	01/03/2003	PRINT-A-GIFT
Elizabeth Arden Salons, Inc.	ALLOWED	YES	75-811652	09/30/1999	SPA 752
Elizabeth Arden Salons, Inc.	PENDING – SUSPENDED	YES	75-811142	09/30/1999	E-SPA