

FORM PTO-1594 (Rev. 03/01) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

1. Name of conveying Party(ies):
 Name: CWC Inventories, Inc.

Individual Association
 General Partnership Limited Partnership
 Corporation - Missouri
 Other _____

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

2. Name and Address of receiving Party(ies):
 Name: Zotos International, Inc.

Internal Address: _____
 Street Address: 100 Tokeneke Road
 City: Darien State: CT Zip Code 06820

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - New York
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amended and Restated Security Agreement

Execution Date: July 25, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 (Designations must be a separate document from Assignment) Yes No
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 See Exhibit A attached hereto

Additional sheet attached? Yes No

5. Name and address of party to whom correspondence concerning this matter should be mailed:
 Marie A. Lavalleye, Esq.
 Covington & Burling
 1201 Pennsylvania Avenue, N.W.
 Washington, D.C. 20004-2401

Attorney Docket No. 701467.00002

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account No.: 03-3412

DO NOT USE THIS SPACE

9. Statement and Signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marie A. Lavalleye M. Lavalleye Aug. 27, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

CH \$215.00 033412 1785127

EXHIBIT A
TRADEMARK REGISTRATIONS

Mark	U.S. Reg. No.
STYLE	1,785,127
STYLE	1,017,724
STYLE	883,902
STYLE	774,262
STYLE	753,442
STYLAC	828,335
LAMAUR	1,018,351
LAMAUR	1,303,382

AMENDED AND RESTATED SECURITY AGREEMENT dated as of July 25, 2003 (the "*Agreement*"), between CWC INVENTORIES, INC., a Missouri corporation (the "*Company*"), and ZOTOS INTERNATIONAL, INC., a New York corporation (the "*Secured Party*").

The Secured Party and The Lamaur Corporation, a Delaware corporation ("*Lamaur*"), entered into the Security Agreement, dated as of July 31, 1998 (the "*Original Security Agreement*"), pursuant to which Lamaur granted to the Secured Party a security interest in the Collateral (as defined below), including the Marks (as defined below), to secure Lamaur's obligations to the Secured Party with respect to, among other things, the License Agreement, dated as of July 31, 1998 (the "*License Agreement*"), pursuant to which Lamaur granted to the Secured Party an exclusive, perpetual, royalty-free worldwide license to use the Marks in accordance with the terms of the License Agreement.

On June 19, 2002, Lamaur filed a petition for relief commencing a case under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*") in the United States Bankruptcy Court for the District of Minnesota (the "*Bankruptcy Court*"). The Bankruptcy Court subsequently entered an order converting such case to a case under chapter 7 of the Bankruptcy Code, and the Office of United States Trustee appointed Brian F. Leonard to serve as chapter 7 trustee (the "*Trustee*") with respect to such case.

On November 26, 2002, the Trustee, pursuant to an order of the Bankruptcy Court dated November 25, 2002 (the "*Sale Order*"), conducted an auction of certain assets of Lamaur, including the Marks. The Company was declared the winning bidder at the auction and, in accordance with the Sale Order, agreed to purchase the assets being auctioned, including the Marks, free and clear of all liens, claims, and interests therein, subject, however, to the license, liens and security interest in favor of the Secured Party, and such purchase was consummated as of December 16, 2002.

In connection with and as a condition of the consummation of such purchase, Lamaur assigned to the Company, and the Company assumed, all of Lamaur's rights, title and interest in, and obligations under, the Original Security Agreement and the License Agreement, in each case as if the Company had originally been named therein, and the Company further agreed, as a condition to the consummation of such purchase, to amend and restate the Original Security Agreement as set forth herein.

It is the intention of the parties that the Secured Party's security interest in the Collateral (as defined herein) continue as a first priority perfected lien on and security interest in such Collateral.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.**

(a) Terms defined in the License Agreement between the Company (as assignee of Lamaur) and the Secured Party (a copy of which is attached as Exhibit A hereto) and not otherwise defined herein shall have the respective meanings ascribed to such terms in such Agreement. The following additional terms, as used herein, have the following respective meanings:

"*Collateral*" has the meaning set forth in Section 3.

"*Event of Default*" means the occurrence of any one or more of the following:

(a) the Company shall fail to perform in any material respect any of its obligations under the License Agreement or this Agreement, and such failure shall continue 10 days after notice thereof shall have been given to the Company; or

(b) (i) the Company shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; or (ii) an involuntary case or other proceeding shall be commenced against the Company seeking any such relief or appointment and (A) the Company shall consent thereto, (B) an order for relief shall be granted or (C) such case or proceeding shall remain undismissed and unstayed for a period of 45 days; or (iii) the Company or any of its subsidiaries shall make a general assignment for the benefit of creditors, shall fail generally to pay its debts as they become due, or shall take any action to authorize any of the foregoing.

"*Governmental Authority*" means any court, or any federal, state, municipal, provincial or other governmental authority, department, commission, board, service, agency or other instrumentality.

"*Intellectual Property Rights*" means trademark rights (including, without limitation, trade names, trademarks, service marks, logos, slogans and trade dress).

"*Lien*" means, with respect to any asset, any restriction on or condition to transfer or assignment, claim, liability, mortgage, lien, pledge, charge, security interest, restriction, assessment, option or encumbrance of any kind, whether accrued, absolute, contingent or otherwise, in respect of such asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

"*Marks*" means the marks LAMAUR®, STYLE® and STYLAC® (including LAMAUR® U.S. Registration Numbers 1,018,351 and 1,303,382, STYLE® U.S. Registration

Numbers 1,785,127, 883,902, 1,017,724, 774,262 and 753,442 and STYLAC® U.S. Registration Number 828,335), and their associated logos.

"Person" means any individual, corporation, partnership, joint venture, limited liability corporation or partnership, trust, association or other entity (governmental or private).

"Proceeds" means all "proceeds", as such term is defined in the UCC or under other relevant law, and, in any event, shall include any and all (i) proceeds of any insurance (except payments made to a Person which is not a party to this Agreement), indemnity, warranty or guaranty payable to the Company from time to time with respect to any of the Collateral, (ii) payments (in any form whatsoever) made or due and payable to the Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (iii) instruments representing obligations to pay amounts in respect of the Collateral, (iv) products of the Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Obligations" means the obligations secured under this Agreement including (a) Secured Party's rights in the Marks and all other obligations of and amounts payable by the Company under the License Agreement and (b) all other obligations of and amounts payable by the Company hereunder and (c) any renewals or extensions of any of the foregoing.

"Secured Party" means the Secured Party.

"Security Interests" means the security interests in the Collateral granted hereunder securing the Secured Obligations.

"UCC" means the Uniform Commercial Code as in effect on the date hereof and as the same may be amended from time to time hereafter in the State of New York; *provided* that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction as the same may be amended from time to time hereafter for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

(b) Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Whenever any party makes any representation, warranty or other statement to such party's knowledge, such party will be deemed to have made reasonable inquiry into the subject matter of such representation, warranty or other statement. Except as otherwise expressly provided in this Agreement, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and "include" and "including" are not limiting; (iii) a reference to any agreement or other contract includes permitted supplements and amendments; (iv) a reference to a law includes any amendment or

modification to such law and any rules or regulations issued thereunder; (v) a reference to a person includes its permitted successors and assigns; and (vi) a reference in this Agreement to an Article, Section, Annex, Exhibit or Schedule is to the Article, Section, Annex, Exhibit or Schedule of this Agreement.

2. Representations and Warranties.

The Company represents and warrants as follows:

(a) The Company has good and marketable title to all of the Collateral, free and clear of any Liens other than the Security Interests.

(b) The Company is a Missouri corporation and its chief executive office is located at 2644 Metro Boulevard, Maryland Heights, Missouri 63043.

(c) The Company has not performed any acts which might prevent the Secured Party from enforcing any of the terms of this Agreement or which would limit the Secured Party in any such enforcement. No financing statement, mortgage, security agreement or similar or equivalent document or instrument with respect to the Company, or to the best of the Company's knowledge and belief (based upon information the Company received from Lamaur and the Trustee) with respect to any other Person, covering all or any part of the Collateral is on file or of record in any office, agency or jurisdiction in which such filing or recording would be effective to perfect a Lien on such Collateral.

(d) The Security Interests constitute valid security interests under the UCC securing the Secured Obligations. When UCC financing statements in the form specified in Exhibit B shall have been filed in the office of the Missouri Secretary of State and this Agreement shall have been filed in the U.S. Patent and Trademark Office, the Security Interests shall constitute perfected security interests in the Collateral, prior to all other Liens and rights of others.

3. The Security Interests.

(a) In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, and to secure the performance of all of the obligations of the Company hereunder and under the License Agreement, the Company hereby grants to the Secured Party a continuing security interest in and to all of the following property of the Company, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "Collateral"): (i) the Marks and the goodwill and Intellectual Property Rights associated therewith, (ii) all books and records of the Company pertaining to any of the Collateral; and (iii) all Proceeds of all or any of the Collateral described in the foregoing clauses (i) and (ii).

(b) The Security Interests are granted as security only and shall not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Company with respect to any of the Collateral or any transaction in connection therewith.

4. Further Assurances; Covenants.

(a) The Company will not change its name, identity or corporate structure in any manner unless it shall have given the Secured Party prior notice thereof. The Company will not change the location of (i) its chief executive office or chief place of business or (ii) the locations where it keeps or holds any Collateral or any records relating thereto from its chief executive office or chief place of business, unless it shall have given the Secured Party prior notice thereof. The Company shall not in any event change the location of any Collateral if such change would cause the Security Interests in such Collateral to lapse or cease to be perfected.

(b) The Company will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action, (including, without limitation, any filings of financing or continuation statements under the UCC) that from time to time may be necessary or desirable, or that the Secured Party may reasonably request, in order to create, preserve, perfect, confirm or validate the Security Interests or to enable the Secured Party to obtain the full benefits of this Agreement, or to enable the Secured Party to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral. To the extent permitted by applicable law, the Company hereby authorizes the Secured Party to execute and file financing statements or continuation statements without the Company's signature appearing thereon. The Company agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. The Company shall pay the costs of, or incidental to, any recording or filing of any financing or continuation statements concerning the Collateral.

(c) If any Collateral is at any time in the possession or control of any warehouseman, bailee or any of the Company's agents or processors, the Company shall notify such warehouseman, bailee, agent or processor of the Security Interests created hereby and to hold all such Collateral for the Secured Party's account subject to the Secured Party's instructions.

(d) The Company shall keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Secured Party may reasonably require in order to reflect the Security Interests.

(e) Without the prior written consent of the Secured Party, the Company will not sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any Collateral except in accordance with the License Agreement.

(f) The Company will, promptly upon request, provide to the Secured Party all information and evidence it may reasonably request concerning the Collateral to enable the Secured Party to enforce the provisions of this Agreement.

5. General Authority.

The Company hereby irrevocably appoints the Secured Party its true and lawful attorney, with full power of substitution, in the name of the Company and the Secured Party or otherwise, for the sole use and benefit of the Secured Party, but at the Company's expense, to the extent permitted by law to exercise, at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

- (i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof,
- (ii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,
- (iii) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Secured Party were the absolute owner thereof, and
- (iv) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided that the Secured Party shall give the Company not less than 10 days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Company agrees that such notice constitutes "reasonable authenticated notification of disposition" within the meaning of Section 9-611 of the UCC.

6. Remedies upon Event of Default.

(a) If any Event of Default has occurred and is continuing, the Secured Party may exercise all rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, the Secured Party may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, (i) apply cash, if any, then held by it as Collateral as specified in Section 8, (ii) if there shall be no such cash or if such cash shall be insufficient to pay all the Secured Obligations in full, sell the Collateral or any part thereof at public or private sale, for cash, upon Loan or for future delivery, and at such price or prices as the Secured Party may deem satisfactory or (iii) continue to license or use the Collateral in accordance with the terms of the License Agreement. The Secured Party may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale). The Company will execute and deliver such documents and take such other action as the Secured Party deems necessary or advisable in order that any such sale, license or use of the Collateral may be made in compliance with law. Upon any such sale the Secured Party shall

have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely and free from any claim or right of whatsoever kind, including any equity or right of redemption of the Company which may be waived, and the Company, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale required by Section 5 shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Party may fix in the notice of such sale. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as the Secured Party may determine. The Secured Party shall not be obligated to make any such sale pursuant to any such notice. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such adjournment may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Secured Party until the selling price is paid by the purchaser thereof, but the Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

(b) For the purpose of enforcing any and all rights and remedies under this Agreement, the Secured Party may (i) require the Company to, and the Company agrees that it will, at its expense and upon the request of the Secured Party, forthwith assemble all or any part of the Collateral as directed by the Secured Party and make it available at a place designated by the Secured Party which is, in its opinion, reasonably convenient to the Secured Party and the Company, whether at the premises of the Company or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any of the Collateral is or may be located, and without charge or liability to it seize and remove such Collateral from such premises, (iii) have access to and use the Company's books and records relating to the Collateral and (iv) prior to the disposition of the Collateral, store or transfer it without charge in or by means of any storage or transportation facility owned or leased by the Company, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Secured Party deems appropriate and, in connection with such preparation and disposition, use without charge any trademark, trade name, copyright, patent or technical process used by the Company.

7. Limitation on Duty of Secured Party in Respect of Collateral.

Beyond the exercise of reasonable care in the custody thereof, the Secured Party shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Party shall be deemed to have

exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property, and shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Secured Party in good faith.

8. Application of Proceeds.

Upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied by the Secured Party in the following order of priorities:

first, to payment of the expenses of such sale or other realization, including reasonable compensation to agents and counsel for the Secured Party, and all expenses, liabilities and advances incurred or made by the Secured Party in connection therewith, and any other unreimbursed expenses for which the Secured Party is to be reimbursed pursuant to the License Agreement or Section 9 hereof;

second, to the payment the Secured Obligations, until all Secured Obligations shall have been paid in full; and

finally, to payment to the Company or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

9. Expenses.

In the event that the Company fails to comply with the provisions of the License Agreement or this Agreement, such that the value of any Collateral or the validity, perfection, rank or value of any Security Interest is thereby diminished or potentially diminished or put at risk, the Secured Party may, but shall not be required to, effect such compliance on behalf of the Company, and the Company shall reimburse the Secured Party for the costs thereof on demand. All expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining, and shipping the Collateral, consistent with reasonable industry practice among Persons similar in size to Seller, any and all excise, property, sales, and use taxes imposed by any state, federal, or local authority on any of the Collateral, or in respect of periodic appraisals and inspections of the Collateral to the extent the same may be requested by the Secured Party from time to time, or in respect of the sale or other disposition thereof shall be borne and paid by the Company; and if the Company fails to promptly pay any portion thereof when due, the Secured Party may, at its option, but shall not be required to, pay the same and charge the Company's account therefor, and the Company agrees to reimburse the Secured Party therefor on demand. All sums so paid or incurred by the Secured Party for any of the foregoing and any and all other sums for which the Company may become liable hereunder and all costs and expenses (including attorneys' fees, legal expenses and court costs) reasonably incurred by the Secured Party in enforcing or protecting the Security Interests or any of their rights or remedies under this Agreement, shall be additional Secured Obligations hereunder.

10. Termination of Security Interests; Release of Collateral.

Upon the payment in full of all Secured Obligations and the termination of the obligations of the Company under the License Agreement in accordance with the terms thereof, the Security Interests shall terminate and all rights to the Collateral shall revert to the Company. At any time and from time to time prior to such termination of the Security Interests, the Secured Party may release any of the Collateral. Upon any such termination of the Security Interests or release of Collateral, the Secured Party will, at the expense of the Company, execute and deliver to the Company such documents as the Company shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

11. Notices.

All notices and other communications hereunder will be in writing and will be deemed given (a) upon receipt if delivered personally (or if mailed by registered or certified mail), (b) the day after dispatch if sent by overnight courier, (c) upon dispatch if transmitted by facsimile or other means of electronic transmission (and confirmed by a copy delivered in accordance with clause (a) or (b) hereof), properly addressed to the parties at the following addresses:

Company:

CWC Inventories, Inc.
2644 Metro Boulevard
Maryland Heights, Missouri 63043
Attention: Mark Ginsberg or Bruce Ginsberg
Telephone No.: 314 739-1311
Facsimile No.: 314 739-7073

with a copy to:

Alan Zvibleman, Esq.
Capes, Sokol, Goodman, Sarachan, P.C.
7701 Forsyth Boulevard, 4th Floor
St. Louis, Missouri 63015
Telephone No.: (314) 721-7701
Facsimile No.: (314) 721-0554

Secured Party:

Zotos International, Inc.
100 Tokeneke Road
Darien, Connecticut 06820
Attention: Herb B. Nieporent
Telephone No.: (203) 655-8911
Facsimile No. (203) 656-7794

with a copy to: Zotos International, Inc.
100 Tokeneke Road
Darien, Connecticut 06820
Attention: Joseph S. Kendy, Jr.
Telephone No.: (203) 656-7866
Facsimile No. (203) 656-7887

Either party may change its address for such communications by giving notice thereof to the other party in conformity with this Section.

12. Waivers, Non-Exclusive Remedies.

No failure on the part of the Secured Party to exercise, and no delay in exercising and no course of dealing with respect to, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Secured Party of any right under the License Agreement or this Agreement preclude any other or further exercise thereof or the exercise of any other right. The rights in this Agreement and the License Agreement are cumulative and are not exclusive of any other remedies provided by law.

13. Successors and Assigns.

This Agreement is for the benefit of the Secured Party and its successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on the Company and its successors and assigns and may not be assigned by the Company without the prior written consent of the Secured Party, except the Company shall assign this Agreement to a transferee of the Marks in accordance with the terms of the License Agreement.

14. Changes in Writing.

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only in writing signed by the party to be bound thereby. The waiver by a party of any breach or default in the performance hereof shall not be deemed to constitute a waiver of any other default or any succeeding breach or default.

15. Governing Law.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION.

16. Severability.

If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Party in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CWC INVENTORIES, INC.

By: Bruce Ginsberg
Name: Bruce E. Ginsberg
Title: Executive Vice President

ZOTOS INTERNATIONAL, INC.

By: _____
Name: Herb Niepornt
Title: Senior Vice President, Finance & Administration and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CWC INVENTORIES, INC.

By: _____
Name: Bruce E. Ginsberg
Title: Executive Vice President

ZOTOS INTERNATIONAL, INC.

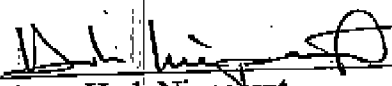
By:  _____
Name: Herb Nieporent
Title: Senior Vice President, Finance & Administration and Treasurer

EXHIBIT A
TRADEMARK REGISTRATIONS

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