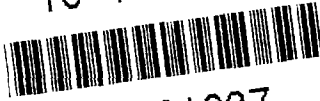


10-18-2004

REC
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102861037

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Vorumerkjastyring ehf

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

Citizenship (see guidelines) Iceland

Execution Date(s) September 30, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Congress Financial Corporation

Internal (Florida), as Agent

Address:

Street Address: 110 East Broward Boulevard

City: Fort Lauderdale

State: Florida

Country: USA Zip: 33301

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Florida
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

10/18/04

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/190582

B. Trademark Registration No.(s)

1249554 395171

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Helen M. Linehan

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-661-9100 X709

Fax Number: 917-368-7111

Email Address: hlinehan@oshr.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 907.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Helen M. Linehan

Signature

10/14/04

Date

Helen M. Linehan

Total number of pages including cover sheet, attachments, and document: 30

10/18/2004 DBYRNE

00000116 76190582 Name of Person Signing

01 FC:8521
02 FC:8522

Documents (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment and Registration Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated September 30, 2004, is by and between Vorumerkjastyring ehf, a corporation organized under the laws of Iceland ("Debtor"), with its chief executive office at Storchofda 23, 110 Reykjavik, Iceland, and Congress Financial Corporation (Florida), a Florida corporation, in its capacity as agent for the Lenders described below (in such capacity, "Secured Party"), having an office at 110 East Broward Boulevard, Fort Lauderdale, Florida 33301.

W I T N E S S E T H:

WHEREAS, Debtor owns or licenses or otherwise has the right to use the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Secured Party, the financial institutions which are parties to the Loan Agreement (as hereinafter defined) as lenders (each individually, a "Lender" and collectively, "Lenders"), Inter-Marketing Group, Inc., a Florida corporation ("Inter-Marketing"), Dana Classic Fragrances, Inc., a Delaware corporation ("Dana US"), and Dana S.A.U., a corporation organized under the laws of Spain ("Dana Spain", and together with Inter-Marketing and Dana US, each individually a "Borrower" and collectively, "Borrowers"), have entered or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Borrowers, certain of their affiliates (including Debtor), Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantees (as hereinafter defined) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of the Obligations (as hereinafter defined) as set forth in the Guarantees, each dated of even date herewith, by Debtor and certain of its affiliates in favor of Secured Party (as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantees"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a collateral assignment of, the following, whether now owned or hereafter acquired or existing, and wherever located: (a) all of Debtor's right, title, and interest (including licensed rights) in and to: (i) all of Debtor's trademarks, trade names, trade styles, trade dress, service marks (including common law rights in all of the foregoing), design patents in bottle designs or product packaging (if any) and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law (including common law rights) with respect to Debtor's use of any trademarks, trade names, trade dress, trade styles, service marks, design patents in bottle designs or product packaging (if any) and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature and (iii) all other Intellectual Property (as defined in the Loan Agreement), whether held by way of license or otherwise that are used in connection with the business conducted under each of the Trademarks; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records and information relating to the manufacturing, distribution, advertising and marketing of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable to Debtor with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks (all of the foregoing being collectively referred to as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor or any Borrower to Secured Party, any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guarantees, this Agreement, the Loan Agreement or the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the

Loan Agreement or after the commencement of any case with respect to Debtor or any Borrower under the United States Bankruptcy Code or any similar domestic or foreign statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) Except as set forth on Schedule A hereto, all of the existing registered Collateral for which applications to register have been filed which are owned by Debtor are subsisting in full force and effect and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. To the knowledge of Debtor, all of the other Collateral is subsisting in full force and effect and Debtor licenses or otherwise has the right to use the same and the right and power to grant the security interest and collateral assignment therein granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral including, among other things, (i) maintaining registered Trademarks as registered trademarks, (ii) maintaining the existence of all of the registered Collateral or Collateral for which applications to register have been filed which are owned by Debtor as subsisting, including, without limitation, the filing of any renewal affidavits and applications and (iii) maintaining the confidentiality of trade secrets. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except for: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, (iii) the licenses permitted under Section 3(e) below and (iv) the terms of any license thereof under which Debtor is the licensee.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Loan Agreement.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes

Secured Party to execute and file in the United States one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate United States, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect to the Trademarks other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder if an Event of Default exists or has occurred and is continuing.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof or any political subdivision thereof, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof or any political subdivision thereof, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and collateral assignment of such Trademark in favor of Secured Party.

(i) Except as set forth on Exhibit A hereto, Debtor has not abandoned any of the Trademarks or other Intellectual Property, whether held by way of license or otherwise that are used in connection with the business conducted under each of the Trademarks and Debtor will

not, without the prior written consent of Secured Party, do any act, nor omit to do any act, whereby the Trademarks or other such Intellectual Property rights would become unregistered, canceled, abandoned, invalidated, unenforceable, avoided or avoidable; provided, that, the consent of Secured Party to any such action shall not be unreasonably withheld if: (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Default (as defined in the Loan Agreement) or Event of Default (as hereinafter defined) shall exist or have occurred as of such time. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any such rights may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property, except as otherwise provided in subsection (i) above, and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, cancellation proceedings and infringement actions.

(k) To the knowledge of Debtor and except as set forth in Schedule 8.11 to the Loan Agreement, there is no material infringement or unauthorized use presently is being made of any of the Trademarks or other Intellectual Property, whether held by way of license or otherwise that are used in connection with the business conducted under each of the Trademarks, that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Except as set forth in Schedule 8.6 to the Information Certificate, there has been no judgment holding any of the Trademarks or such other Intellectual Property invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks or such other Intellectual Property presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) has knowledge of any use by any person of any term or design or other activity which infringes on any Trademark or such other Intellectual Property or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or such other Intellectual Property.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and other Intellectual Property, whether held by way of license or otherwise that are used in connection with the business conducted under each of the Trademarks, and Debtor hereby indemnifies, defends and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of

any such use including but not limited to an alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) or out of the manufacture, promotion, labeling, sale or advertisement of any product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto or any other Intellectual Property, whether held by way of license or otherwise that are used in connection with the business conducted under each of the Trademarks, for any purpose whatsoever. Secured Party may make use of any Trademarks or such other Intellectual Property, for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) business days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof

and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Collateral, including the Trademarks (or any application, registration, or recording relating thereto), other Intellectual Property, whether held by way of license or otherwise that are used in connection with the business conducted under each of the Trademarks, in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks or such other Intellectual Property against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge, information and expertise existing at the time of such Event of Default relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof or otherwise relating or all other Intellectual Property, whether held by way of license or otherwise that are used in connection with the business conducted under each of the Trademarks.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and any Lender's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any

principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) business days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in

connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) business days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Vorumerkjastyring ehf
 c/o Dana Classic Fragrances, Inc.
 470 Oak Hill Road
 Mountain Top, Pennsylvania 18707
 Attention: Alfred R. Cowger, Jr., Esq.
 Telecopier No.: 570-474-7914

If to Secured Party: Congress Financial Corporation (Florida), as Agent
 110 East Broward Boulevard
 Fort Lauderdale, Florida 33301
 Attention: Portfolio Manager
 Telecopier No.: 954-467-5520

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Borrowers, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

VORUMERKJASTYRTING/ELF

By: _____

Title: Director

CONGRESS FINANCIAL CORPORATION
(FLORIDA), as Agent

By: _____

Title: _____

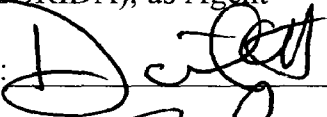
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

VORUMERKJASTYRING EHF

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION
(FLORIDA), as Agent

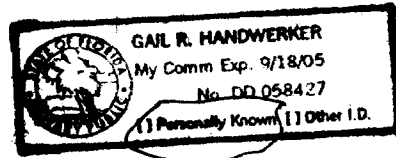
By:  _____

Title:  _____

STATE OF FLORIDA)
) ss.:
 COUNTY OF BROWARD)


On the 29 day of September, 2004, before me personally came Tom F. Co to me known, who being duly sworn, did depose and say that he is the Director of Vorumerkjastyring ehf, the corporation which executed the foregoing instrument and that he signed his/her name thereto by order of the Board of Directors of said corporation.

Gail R. Handwerker
 Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of September, 2004, before me personally came Daniel Cott, to me known, who being duly sworn, did depose and say, that he is the Sr. Vice-President of Congress Financial Corporation (Florida), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2008

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**EXHIBIT A(1)--VORUMERKJASTYRING EHF.
TRADEMARK SECURITY AGREEMENT**

Trademarks							
COUNTRY	TRADEMARK	APP NO	REG NO	CLASS	GOODS	APP DATE	REG DATE
United States	GENTRY	76/190582		3	Fragrances, namely perfume, cologne, and after shave; antiperspirants and deodorants; body lotion.	1/5/2001	
United States	HERBISSIMO	73/322697	1249554	3	Toilet soaps and eau de cologne.	8/7/1981	8/30/1983
United States	PRIORITE'	71/449939	395171	3	Perfume.	1/1/1942	5/12/1942

Argentina	HERBISSIMO	2430309		3	Perfumery, essential oils, cosmetics, toilet products, including toilet soaps, hair lotions, dentifrices, nail files of paper or emery cloth, deodorants and anti-perspirants for personal use.	5/13/2003	
Argentina	HERBISSIMO (SPECIAL LETTERING)	1652449	1548954	3	All goods in International Class 3.	1/31/1995	1/31/1995
Argentina	PLATINO**	1869697	1466247	3	All goods in International Class 3.	2/2/1993	8/31/1993
Australia	GENTRY	831967	831967	3	Fragrances, perfumes, colognes, toilet waters, lotions, cosmetics, bath and body products, soaps, shower gels, bubble bath and body scrubs.	4/14/2000	4/14/2000
Australia	HERBISSIMO	831966	831966	3	Fragrances, perfumes, colognes, toilet waters, lotions, cosmetics, bath and body products, soaps, shower gels, bubble bath and body scrubs.	4/14/2000	4/14/2000
Australia	IMPOSIBLE	831965	831965	3	Fragrances, perfumes, colognes, toilet waters, lotions, cosmetics, bath and body products, soaps, shower gels, bubble bath and body scrubs.	4/14/2000	4/14/2000
Australia	PRIORITE	831964	831964	3	Fragrances, perfumes, colognes, toilet waters, lotions, cosmetics, bath and body products, soaps, shower gels, bubble bath and body scrubs.	4/14/2000	4/14/2000

Australia	SECRETS BY DANA	942817		3	Cosmetics and fragrances, namely, eau de cologne, solid perfume, body lotion, body cream, deodorant spray, roll-on and stick, talcum powder, liquid soap, shower gel, soap bar, shampoo, conditioner, aromatic oils, bath salts, bath crystals, effervescent bath salts, bubble bath, perfume pens, body mist, hair spray, hair mousse, cleansing tissues, moisturizer towelettes, cleansing astringent tonic, body moisturizing oil, massage oil, body moisturizing gel, lipstick, eyeshadow, mascara, lip liners, blush, foundation, face powder, lip gloss, lip shine, eye pencil and eyeliners.	2/7/2003	
Bermuda	PLATINE	2500	2500	48	Perfumery, cosmetics and toilet preparations (non-medicated)	12/21/1948	3/23/1949
Brazil	PRIORITE	823170136		3	Personal care hygienic products; cosmetics and others included in class 03; deodorants, shower gel, moisteners; soap; shampoo; conditioner; lotion; bathing salts; make-up, oils and gel.	4/11/2001	
Canada	GENTRY	1056421	TMA576467	N/A	Fragrances, namely perfumes, colognes and toilet waters, lotions, bath and body products, namely soaps, shower gels, bubble bath and body scrubs.	4/25/2000	2/26/2003

Canada	HERBISSIMO	526231	TMA315655	N/A	Colognes, soaps, after shave lotion, cleansing milk, deodorant, shampoo, fashion tonic, and hand cream.	8/1/1984	6/27/1986
Canada	IMPOSSIBLE	1056422	TMA577991	N/A	Fragrances, namely perfumes, colognes and toilet waters, moisturizers for body, hands and face, cosmetics and bath and body products, namely soaps, shower gels, bubble bath and body scrubs.	4/25/2000	3/24/2003
Canada	PRIORITE	1056423	TMA578406	N/A	Fragrances, namely perfumes, colognes and toilet waters, moisturizers for body, hands and face, cosmetics and bath and body products, namely soaps, shower gels, bubble bath and body scrubs.	4/25/2000	3/27/2003
Chile	HERBISSIMO (WORDMARK)	527295	602707	3	Perfumery, cosmetics, toilet goods, and all the rest of the goods contained in class 3.	5/9/2001	8/30/2001
China	HERBISSIMO	990043956		3	Cleaning preparations.	4/26/1999	
Colombia	HERBISSIMO (WORDMARK)	92287652	167045	3	Bleaching preparations and other substances for laundry use; clearing, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices.	6/15/1988	8/11/1994
Costa Rica	HERBISSIMO (WORDMARK)	1900-6181403	61814	3	Perfumes, cosmetics and toiletries.	11/2/1992	2/11/1993

Dominican Republic	HERBISSIMO		50	Perfumery, powders, foot powders, soaps, creams for the skin and shaving creams, after-shave products, carmines, depilatory creams, tooth pastes, deodorant, body lotions, colognes, bath gels, eau de colognes, lipsticks, eyebrow pencils, shampoo, finger enamels, dustpowder, astringents for skin care, grease for the hair, pomades and cosmetics, hair coloring products, combs, sponges and other toilet and personal care products.	1/17/2001	
France	HERBISSIMO	1264006	3, 5	Preparations for bleaching and other cleaning substances, cleaning, polishing, abrasion and de-greasing products, soaps, perfumes, essential oils, hair lotions, toothpaste, pharmaceutical products, veterinary products, dietetic substances, food for babies, plasters, bandages, tooth filling products, disinfectants, dental imprints, pesticides, fungicides, herbicides.	11/2/1983	11/2/1983

Germany	HERBISSIMO	D30813	964320	3	Perfumes, eau de cologne, toilet water, shaving products; cosmetics, soaps, essential oils, hair lotions, depilatory products; antitranspirants, sun tan products, non-medical skin care products, bath oils, bath salts and bath powder; cosmetic products for hand and nail care; deodorants.	11/25/1976	11/7/1977
Japan	HERBISSIMO	66069/196	4101137	3	Soaps, perfumery, cosmetics for hair and other cosmetics, adhesives for wearing wigs, adhesives for false eye lashes, starch paste for washing, glue for washing, dentifrices, anti-static agents for domestic use, defatting agents for domestic use, rust-removing agents, benzine for removing stains, laundry bleach, polishes, sand paper, grinding clothes, grinding sands, artificial pumice stones, polishing papers, polishing cloths, shoe cream, shoe blacks, exfoliating agents for paints.	6/14/1996	1/9/1998

Mexico	CHISPAS	452372		3	Perfume, eau de cologne, eau de toilette, and other fragrance products, essential oil, toilet soaps for non-medical purposes, cosmetic preparations for bath, deodorant (roll on, spray and cream), antiperspirant (roll on, spray and cream), shampoos and conditioner for hair and for non-medical purposes, talcum powders, dusting powders, skin cream and lotion and cleansing cosmetics for bodily use.	10/11/2000	
Mexico	GENTRY	456003		3	Fragrances, namely perfumes, colognes and toilet waters, lotions, cosmetics and bath and body products, namely, soaps, shower gels, bubble bath and body scrubs.	10/31/2000	
Mexico	HERBISSIMO	446935	697390	3	Perfumes, eau de cologne, toilet water, shaving products; cosmetics, soaps, essential oils, hair lotions, depilatories, antiperspirants, suntan preparations, non-medicated preparations for skincare, bath oils, bath salts and bath powder, cosmetic preparations for hand and nail care, deodorants.	9/11/2000	4/30/2001
Mexico	IMPOSSIBLE	456004	686457	3	Fragrances, namely perfumes, colognes and toilet waters, lotions, cosmetics and bath and body products, namely, soaps, shower gels, bubble bath and body scrubs.	10/31/2000	1/31/2001

Mexico	PRIORITE	456005	686458	3	Fragrances, namely perfumes, colognes and toilet waters, lotions, cosmetics and bath and body products, namely, soaps, shower gels, bubble bath and body scrubs.	10/31/2000	1/31/2001
Paraguay	HERBISSIMO (WORDMARK)	8913288	166706	3	Perfumery, cosmetics and toilet articles.	11/21/1989	12/16/1993
Peru	HERBISSIMO	282598	90340	3	Perfumery, soaps, beauty care products and all other goods of the class.	10/20/1995	4/8/1991
Philippines	CHISPAS (DESIGN)	4-1998-00082		3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; deodorant for personal use.	1/9/1998	
Portugal	SIMPATIA	192964	192964		Perfumery products, beauty products, toilette substances, essential oils and cosmetics.	10/13/1976	10/16/1994
South Africa	PLANTINE	1948/02982	1948/02982	3		6/12/1950	6/12/1950
Spain	BLUNT MEN	2464978		3	Soaps, perfumery, essential oils, cosmetics, hair lotions and dentifrices.	3/25/2002	
Spain	BODY SPLASH HERBISSIMO (STYLIZED)	2280820	2280820	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions, dentifrices; deodorants for personal hygiene.	12/30/1999	12/20/2000

Spain	CHISPAS (DESIGN)	1556971	1556971	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions, dentifrices; deodorants for personal hygiene.	3/20/1990	5/11/2001
Spain	CHISPAS DE DANA	1002690	1002690	3	Perfumery and toilet products, dentifrices, essential oils and cosmetics, hair lotions, soaps and shampoos.	4/6/1982	1/5/1983
Spain	DANA IRO Design	2532341-5		3	Soaps, perfumery, essential oils, cosmetics, hair lotions, dentifrice.	3/24/2003	
Spain	GENTRY	645302	645302	3	Perfumery and toilet products, dentifrices, essential oils and cosmetics, except for preparations for the care and treatment of hair and scalp.	11/2/1977	11/2/1977
Spain	HERBISSIMO	1069335	1069335	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions, dentifrices; deodorants for personal hygiene.	9/5/1985	9/5/1985
Spain	HERBISSIMO	921202	921202	3	Perfumery and toilet products, dentifrices, essential oils and cosmetics, hair lotions, soaps and shampoos.	9/20/1980	9/20/1980

Spain	IMPOSIBLE	235684	235684	3	Essential oils, creams, eau de cologne, lotions, shampoos, rouge, nail varnishes, lipsticks, pencils for eyes, eyebrows and eyelashes, dentifrices and in general all sorts of perfumery products, toilet and chandlery products.	4/22/1950	4/22/1950
Spain	PRIORITE	231921	231921	3	Essential oils, creams, eau de cologne, lotions, shampoos, rouge, nail varnishes, lipsticks, pencils for eyes, eyebrows and eyelashes, dentifrices and in general all sorts of perfumery products, toilet and chandlery products.	12/10/1949	12/10/1949
Spain	PRIORITE EAU BLEU (STYLIZED)	2301302	2301302	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions, dentifrices; deodorants for personal hygiene.	3/21/2000	9/20/2000
Spain	SECRETS BY DANA	2036002	2036002	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions, dentifrices; deodorants for personal hygiene.	6/21/1996	6/21/1996

Spain	SIROCCO	139614	139614	3	Essential oils, creams, eau de cologne, lotions, shampoos, rouge, nail varnishes, lipsticks, pencils for eyes, eyebrows and eyelashes, dentifrices and in general all sorts of perfumery products, toilet and chandlery products.	11/15/1944	11/15/1944
Spain	SYRAH BY DANA	2464980		3	Toilet soaps, perfumery, essential oils, cosmetics, hair lotions, dentifrices.	3/25/2002	
Switzerland	HERBISSIMO	5224/1976	P-285.732	3, 5	All products of perfumery and beauty; all products of toiletry for the care of the body, mouth; products for hair care and hair treatment, for beard (non-medical); pre- and after shave products; shampoo; toothpaste; soaps, cosmetics; essential oils; hair removing products; anti-perspirants; sun tan products; products against sun burn (non-medical); paper, cards, towels and pouches impregnated with perfume or containing perfume; bath oil, bath salt, bath powder (non-medicated); hand and nail care products; pharmaceuticals and hygienic products and substances, deodorants, medical lotions and creams for skin care and hair care; medical products for the bath and pharmaceutical balms; all aforementioned goods on herbal base.	11/4/1976	11/4/1976

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United Kingdom	HERBISSIMO	1064980	5	Pharmaceutical and sanitary preparations and substances, deodorants; medicated creams and medicated lotions, all for the treatment of the skin and the scalp; medicated bath preparations; all containing herbs or herb extracts.	6/28/1976
United Kingdom	HERBISSIMO	1064979	3	Perfumes, non-medicated toilet preparations, cosmetics, soaps, essential oils, preparations for the hair, depilatory preparations, anti-perspirants, all containing herbs or herb extracts or perfumed with herbs.	6/28/1976
United Kingdom	PRIORITE DANA	649126	3	Perfumes, face powder, lipstick, toilet creams (not medicated) and toilet lotions (not medicated).	6/25/1946

Uruguay	HERBISSIMO (WORDMARK)	339172	3, 8, 22, 26	3: Scented oil, scented water, musk, briliantine, rouge, ribbons for perfuming by burning aromatic herbs or incense, powder puffs, cold creams, cosmetics, creams or white cosmetics, shaving creams and pastes, scented extract, soaps, perfumed soaps, paper for burning aromatic herbs, perfumes, dentifrice powders, shampoos, skin powders, hair or skin pomades, sandal wood, perfumed talc, hair dye, aromatic vinegar"□ 8: "curling tongs for hairdressers"□ 22: "human hair"□ 26: "hair nets	4/23/1981	4/23/1981
Uruguay	SECRETS BY DANA	342296	3	All goods in International Class 3.	7/8/2002	
Venezuela	HERBISSIMO (WORDMARK)	P-181828	3	Cosmetics, perfumery, soaps, beauty product and others including in this class.	7/11/1993	10/10/1995
WIPO	HERBISSIMO	792384	3	Perfume products, toilet products, dentifrices, essential oils, cosmetics, hair lotions and shampoos.	10/25/2002	11/13/2002
WIPO	HERBISSIMO	427431	3, 5		12/17/1976	12/17/1976
WIPO	TOTEM	178818	3, 21		8/11/1954	8/11/1954

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Licenses

License Agreement between Vorumerkjastyring ehf. and Dana S.A. dated May 28, 2003.

Distribution Agreement between New Cosmar Corp. (now assigned to Dana Classic Fragrances, Inc.), Vorumerkjasterling and Dana S.A., on one hand, and Hot Commodity Inc. on the other hand, dated May 1, 2004 for the distribution of nail products in Russia

STATE OF _____)
) ss.:
COUNTY OF _____)

On the __ day of September, 2004, before me personally came _____, to me known, who being duly sworn, did depose and say that he is the _____ of Vorumerkjastyring ehf, the corporation which executed the foregoing instrument and that he signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public