

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lournamead Acquisitions Limited
Sabre House, London Road
Camberley, Surrey GU15 3HL
England

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: England and Wales
 Other _____

Citizenship (see guidelines) _____

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

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

Additional names, addresses, or citizenship attached? No

Name: Barclays Bank PLC

Internal
Address: _____

Street Address: 1 Churchill Place

City: London

State: _____

Country: England

Zip: E14 5HP

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 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)

3. Nature of conveyance /Execution Date(s):

Execution Date(s) October 6, 2005

- Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s)

78/556,802

B. Trademark Registration No.(s)

2,373,383; 1,470,317; 2,446,688; 2,448,617 and
1,549,739

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

Name: G. Gregory Schivley

Internal Address: _____

Street Address: P.O. Box 828

City: Bloomfield Hills

State: MI

Zip: 48303

Phone Number: 248-641-1600

Fax Number: 248-641-0270

Email Address: schivley@hda.com

6. Total number of applications and registrations involved:

8

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

\$ 240

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

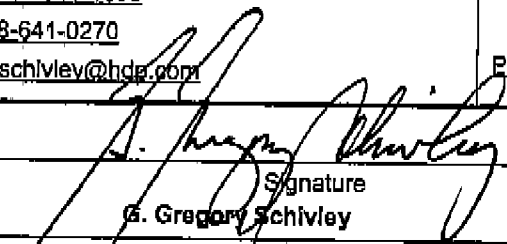
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-0750
Authorized User Name Harniss, Dickey & Pierce

PLC

9. Signature :



Signature

G. Gregory Schivley

Name of Person Signing

August 17, 2006

Date

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

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1450

6th October 2005

Supplemental Security Agreement

between

Lornamead Acquisitions Limited
as Company

and

Barclays Bank PLC
as Lender

relating to
Project Queen

Simmons & Simmons

CityPoint One Romemaker Street London EC2Y 9SS
T 020 7628 2020 F 020 7628 2070 DX Box No 12

TRADEMARK
REEL: 003373 FRAME: 0329

CONTENTS

1. Definitions and Construction 1

2. Modifications and Confirmation 2

3. Creation of Security..... 2

4. Incorporation 3

5. Construction..... 4

6. Counterparts 4

7. Law 4

8. Enforcement..... 4

9. Finance Document..... 4

10. Deed 4

SCHEDULE 1 : FURTHER CONTRACTS 6

SCHEDULE 2 : INTELLECTUAL PROPERTY..... 1

THIS SUPPLEMENTAL DEED is dated 6th October 2005 and made

BETWEEN:

- (1) **Lornamead Acquisitions Limited**, (the "Company"), registered in England and Wales as company number 05279065 and having its registered office at Carmelite, 50 Victoria Embankment, London EC4Y 0DX; and
- (2) **Barclays Bank PLC**, (the "Lender"), registered in England and Wales and having its registered office at 1 Churchill Place, London E14 5HP.

BACKGROUND:

- (A) The Company and the Lender, amongst others, entered into a Facility Agreement dated 10 January 2005 as amended and restated by a Deed of Amendment and Restatement dated 29 July 2005 (the "Original Facility Agreement").
- (B) Pursuant to a Security Agreement dated 11 January 2005 between the Company and the Lender and a Supplemental Security Agreement between the Company and the Lender dated 29 July 2005 (the "Security Agreement"), the Company charged by way of legal mortgage, fixed charge, floating charge and assignment by way of security certain assets as security for the payment and discharge of the Secured Liabilities.
- (C) The Lender has agreed to increase the credit facilities made available to the Company by amending and restating the Original Facility Agreement (the "Amended and Restated Original Facility Agreement") and it is a condition precedent to the availability of the increase in the credit facilities that the Company enters into this Supplemental Deed.
- (D) This Supplemental Deed is supplemental to the Security Agreement.

NOW IT IS AGREED as follows:

1. **Definitions and Construction**

1.1 **Definitions**

Except where the context otherwise requires, in this Supplemental Deed (including the recitals) words and expressions not otherwise defined in this Supplemental Deed have the meaning attributed to them in the Security Agreement (including terms incorporated therein by reference) and in addition:

"Business" means the manufacturing, packaging, distributing, marketing and selling of the products set forth in schedule 1.31 of the Asset Sale and Purchase Agreement described in schedule 1 of this Supplemental Deed under one or more of the trademarks, registrations and applications set forth in schedule 2 of this Supplemental Deed in the following countries: United States of America, United Kingdom, Germany, United Arab Emirates, Saudi Arabia, Oman, Kuwait, Qatar and Bahrain;

"Business Acquisition" means the acquisition of the Business by the Company on the terms of the Business Acquisition Documents;

"Business Acquisition Documents" means the Further Contracts and any other document designated as a "Business Acquisition Document" by the Lender and the Company;

"Further Chattels" means all plant and machinery acquired by the Company pursuant to the Business Acquisition and all other chattels now or at any time hereafter belonging to the Company or in which the Company has, now or in the future, any right, title or interest;

"Further Charged Intellectual Property" means all Intellectual Property now or at any time hereafter belonging to the Company, including any Intellectual Property specified in schedule 2 (*Intellectual Property*);

"Further Charged Property" means the undertaking, property, assets, rights and revenues of the Company (whether present or future) from time to time charged in favour of, or assigned (whether at law or in equity) to, the Lender by or pursuant to this Supplemental Deed; and

"Further Contracts" means the contracts, agreements or reports, if any, listed in schedule 1 (*Further Contracts*).

1.2 Construction

The provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Deed as though they were set out in full in this Supplemental Deed and in respect of this Supplemental Deed.

2. Modifications and Confirmation

2.1 The Security Agreement shall be modified with effect on and from the date hereof as follows:

The definition of "Facility Agreement" in Clause 1.1 (*Definitions*) of the Security Agreement shall be deleted in its entirety and replaced with the following:

"Facility Agreement" means the facility agreement dated 10 January 2005 between, amongst others, (1) the Lender and (2) the Company, as amended and restated on 29 July 2005 and as further amended from time to time.

2.2 For the avoidance of doubt, the definition of "Chattels" in the Security Agreement is as follows:

"Chattels" means all plant and machinery not charged pursuant to clause 3.1(A) and all other chattels now or at any time hereafter belonging to the Company or in which the Company has, now or in the future, any right, title or interest.

3. Creation of Security

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Company hereby:

(A) Chattels

charges in favour of the Lender by way of fixed charge all right, title and interest of the Company to and in the Further Chattels;

(B) Contracts

assigns absolutely to the Lender by way of security all right, title and interest of the Company to and in all rights and claims to which the Company is now or may at

any time hereafter become entitled under or in respect of the Further Contracts;
and

(C) **Intellectual Property**

charges in favour of the Lender by way of fixed charge all right, title and interest of the Company to and in the Further Charged Intellectual Property.

3.2 The Company confirms that, as security for the payment and discharge of all the Secured Liabilities:

- (A) it has charged by way of legal mortgage the assets referred to in clause 3.1(A)(1) of the Security Agreement;
- (B) it has charged in favour of the Lender by way of fixed charge the assets referred to in clauses 3.1(A)(2), 3.1(A)(3), 3.1(B), 3.1(D)(1), 3.1(E), 3.1(F), 3.1(I), 3.1(J), 3.1(K) and 3.1(M) of the Security Agreement;
- (C) it has assigned absolutely to the Lender by way of security the assets referred to in clauses 3.1(C), 3.1(G), 3.1(H) and 3.1(L), of the Security Agreement; and

it has charged in favour of the Lender by way of floating charge the whole of the Company's property, undertaking and assets, present and future, other than any property or assets for the time being effectively charged to the Lender by way of fixed charge or effectively assigned (whether at law or in equity) to the Lender or otherwise subject to an effective fixed security in favour of the Lender pursuant to the Security Agreement.

4. **Incorporation**

The provisions of clause 2 (*Covenant to pay*) and clause 3.1(N) (*Floating Charge*) to clause 24 (*Restrictions on Liability*) (both inclusive) and the provisions of schedule 4 (*Forms of Notice*) to schedule 6 (*Form of Deed of Release*) (both inclusive) of the Security Agreement shall be deemed to be incorporated into this Supplemental Deed with all necessary modifications as if they were set out in full in this Supplemental Deed and in particular (without limitation) as if :

- (A) references to "Chattels" included the Further Chattels;
- (B) references to "Charged Intellectual Property" included the Further Charged Intellectual Property;
- (C) references to "Charged Property" included the Further Charged Property;
- (D) references to "Contracts" included the Further Contracts; and
- (E) references to clause 3.1(H) included reference to clause 3.1(B) of this Supplemental Deed.

5. **Construction**

- 5.1 From the date of this Supplemental Deed, the Security Agreement and this Supplemental Deed shall be read and construed together as one security agreement. References in the Security Agreement to "this Deed", "hereunder", "hereof" and expressions of similar import shall be deemed to be references to the Security Agreement as supplemented and amended by this Supplemental Deed and to this Supplemental Deed.
- 5.2 Each of the parties hereto confirms that the Security Agreement shall remain in full force and effect save as expressly provided in this Supplemental Deed.

6. **Counterparts**

This Supplemental Deed may be executed by facsimile signature and/or in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single Agreement.

7. **Law**

This Supplemental Deed shall be governed by, and construed in accordance with, English law.

8. **Enforcement**

8.1 **Jurisdiction of English courts**

- (A) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute regarding the existence, validity or termination of this Supplemental Deed) (a "Dispute").
- (B) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (C) This clause 8.1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

9. **Finance Document**

This Supplemental Deed is a Finance Document.

10. **Deed**

Each of the Company and the Lender intends this document to be a deed and the Company executes and delivers it as its deed.

IN WITNESS WHEREOF this Supplemental Deed has been executed as a deed by the Company and has been signed by or on behalf of the Lender and is intended to be and is hereby delivered on the date first above written.


SIGNATURES

THE COMPANY

EXECUTED AS A DEED by
LORNAMEAD ACQUISITIONS LIMITED
acting by

Director

Secretary

 _____

THE LENDER

Signed by
BARCLAYS BANK PLC
for and on its behalf
by its duly authorised
officer

)
)
)
)
)

YARDLEY	United Kingdom	Mülhens GmbH & Co. KG	25	1 393 104	26.07.1988	1 393 104	26.07.1989	26.07.2006	Registered
YARDLEY	United Kingdom	Mülhens GmbH & Co. KG	3	1 543 497	30.07.1993	1 543 497	30.07.1993	30.07.2010	Registered
YARDLEY	United Kingdom	Mülhens GmbH & Co. KG	3, 5, 21	525 787	18.09.1931	525 787	18.09.1931	18.09.2011	Registered
YARDLEY	United Kingdom	Mülhens GmbH & Co. KG	3, 5	EM 120 105	01.04.1996	000 120 105	24.08.1998	01.04.2006	Registered
YARDLEY	U.S.A.	Mülhens GmbH & Co. KG	3	73/562 721	11.10.1985	1 470 317	29.12.1987	29.12.2007	Registered
YARDLEY	Uruguay	Mülhens GmbH & Co. KG	3	347 886	18.09.1993	347 886	28.07.1993	01.06.2013	Registered
YARDLEY	Uzbekistan	Mülhens GmbH & Co. KG	3	1 562	18.09.1993	1 562	23.11.1993	18.09.2013	Registered
YARDLEY	Venezuela	Mülhens GmbH & Co. KG	3	4-2003-11642	18.12.2003	23 760	11.12.1990	11.12.2005	Registered
YARDLEY	Vietnam	Mülhens GmbH & Co. KG	3	3	18.12.2003	1 604	16.05.1962	18.09.2007	Pending
YARDLEY	Yemen	Mülhens GmbH & Co. KG	3	2 342	20.09.1988	5 027	14.06.1985	20.09.2006	Registered
YARDLEY	Yemen	Mülhens GmbH & Co. KG	3	1 536 604	25.05.1993	1 536 604	25.05.1993	25.05.2010	Registered
YARDLEY	BATH United Kingdom	Mülhens GmbH & Co. KG	3	437 420	23.03.1923	437 420	23.05.1923	23.03.2007	Registered
SHOPPE CZ.									
YARDLEY & CO. LTD.	United Kingdom	Mülhens GmbH & Co. KG	3	437 420	23.03.1923	437 420	23.05.1923	23.03.2007	Registered
BZ.									
YARDLEY	Japan	Mülhens GmbH & Co. KG	3	48 316/1998		4 361 701	18.02.2000	18.02.2010	Registered
(KATAKANA)									
YARDLEY (RAHMEN)	Argentina	Mülhens GmbH & Co. KG	3	1 627 273	20.11.1987	1 664 284	27.12.1989	20.03.2012	Registered
YARDLEY	Hungary	Mülhens GmbH & Co. KG	3			122 068	11.02.1970	11.02.2000	Registered
(SCHRIFTZ. - 2)									
YARDLEY	Iran	Mülhens GmbH & Co. KG	3	54 269	24.04.1972	37 314	24.04.1972	24.04.2012	Registered
(SCHRIFTZ. - 2)									
YARDLEY	Thailand	Mülhens GmbH & Co. KG	3	98 531	08.04.1977	57 605	08.04.1977	07.04.2007	Registered
(SCHRIFTZ. - 2)									
YARDLEY	Taiwan	Mülhens GmbH & Co. KG	3	7620 773	01.09.1987	384 099	01.12.1987	31.05.2007	Registered
(SCHRIFTZ.)									
YARDLEY	U.S.A.	Mülhens GmbH & Co. KG	3, 5	75/400 698	05.12.1997	2 446 686	24.04.2001	24.04.2011	Registered
(UNTERSTRICH)									
YARDLEY	APRIL Chile	Mülhens GmbH & Co. KG	3	58875	21.04.1992	658907	30.08.1972	27.02.2013	Registered
VIOLETS									
YARDLEY	BATH Canada	Mülhens GmbH & Co. KG	3	703 191	06.04.1992	TMA 422 251	21.01.1994	21.01.2009	Registered
SHOPPE									
YARDLEY	BATH U.S.A.	Mülhens GmbH & Co. KG	3	74/263 164	06.04.1992	1 850 174	16.08.1994	16.08.2014	Registered
SHOPPE									
YARDLEY BIENE Bz.	Austria	Mülhens GmbH & Co. KG	3	001 392 570	22.11.1989	001 392 570	05.01.2001	22.11.2009	Registered

FACSIMILES-TELEPHONE/DICTIONARY

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YARDLEY ENGLISH U.S.A. LAVENDER ET. 2	Mülhens GmbH & Co. KG	3	75/559 349	21.09.1998	2 448 617	06.05.2001	08.05.2011	Registered
YARDLEY ENGLISH New Zealand LAVENDER ET. 59ML	Mülhens GmbH & Co. KG	3		14.08.1987	174 132	14.06.1987	14.08.2008	Registered
YARDLEY ENGLISH Benelux LAVENDER FL.	Mülhens GmbH & Co. KG	3	534 491	25.06.1971	39 410	25.06.1971	25.06.2011	Registered
YARDLEY ENGLISH Costa Rica LAVENDER FL.	Mülhens GmbH & Co. KG	3		17.06.1969	26 610	02.11.1962	02.11.2007	Registered
YARDLEY ENGLISH Finland LAVENDER FL.	Mülhens GmbH & Co. KG	3	2164/1969		57 460	08.10.1970	06.10.2010	Registered
YARDLEY ENGLISH Indonesia LAVENDER FL.	Mülhens GmbH & Co. KG	3		08.12.1961	311 751	09.12.1961	28.03.2003	Registered
YARDLEY ENGLISH Italy LAVENDER FL.	Mülhens GmbH & Co. KG	3		24.03.1968	760 441	26.05.1967	24.03.2006	Registered
YARDLEY ENGLISH Qatar LAVENDER U. ARAB.	Mülhens GmbH & Co. KG	3	10 094	26.09.1992	10 094	08.10.2000	26.09.2012	Registered
YARDLEY ENGLISH Brazil SPRING FLOWERS CZ.	Mülhens GmbH & Co. KG	3	816 634 420	28.11.1981	816 634 420	19.04.2005	19.04.2015	Registered
YARDLEY EQUITY YARDLEY ET.	Mülhens GmbH & Co. KG	3	2004/02 047	30.01.2004	2004/02 047	30.01.2004	30.01.2014	Registered
YARDLEY FRAGRANT	Mülhens GmbH & Co. KG	3	3 520	10.12.1989	3 520	10.12.1989	10.12.2009	Registered
GARDENS YARDLEY FRAGRANT	Mülhens GmbH & Co. KG	3	2 150 903	06.07.1988	1 758 390	25.10.1989	25.10.2009	Registered
GARDENS YARDLEY FRAGRANT	Mülhens GmbH & Co. KG	3	9 606/94	04.11.1994	S/9 606/94	04.11.1994	04.11.2014	Registered
GARDENS YARDLEY FRAGRANT	Mülhens GmbH & Co. KG	3	95 553 572	16.01.1995	95 553 572	16.01.1985	15.01.2005	Registered
GARDENS CZ YARDLEY FRAGRANT	Mülhens GmbH & Co. KG	3		11.10.1994	166 086	11.10.1994	10.10.2011	Registered
GARDENS CZ YARDLEY FRAGRANT	Mülhens GmbH & Co. KG	3		11.10.1994	241 872	11.10.1994	11.10.2015	Registered

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YARDLEY BATH SHOPPE (UNTERSTRICH)	LONDON U.S.A.	Mülhens GmbH & Co. KG	3, 4, 5	75/401138	05.12.1997	Pending
YARDLEY BATH SHOPPE CZ. <td>LONDON Mexico</td> <td>Mülhens GmbH & Co. KG</td> <td>4</td> <td>342 959</td> <td>07.08.1998</td> <td>Registered</td>	LONDON Mexico	Mülhens GmbH & Co. KG	4	342 959	07.08.1998	Registered
YARDLEY LONDON	OF Australia	Mülhens GmbH & Co. KG	3	623 361	23.02.1994	Registered
YARDLEY LONDON	OF France	Mülhens GmbH & Co. KG	3	94/507.355	21.02.1994	Registered
YARDLEY LONDON	OF Ireland	Mülhens GmbH & Co. KG	3		22.02.1994	Registered
YARDLEY LONDON	OF New Zealand	Mülhens GmbH & Co. KG	3		25.03.1994	Registered
YARDLEY LONDON	OF Singapore	Mülhens GmbH & Co. KG	3	1 657/94	23.02.1994	Registered
YARDLEY LONDON	OF United Kingdom	Mülhens GmbH & Co. KG	3	1 562 749	18.02.1994	Registered
YARDLEY LONDON	OF U.S.A.	Mülhens GmbH & Co. KG	3	73/756 674	11.10.1988	Registered
YARDLEY LONDON	OF United Arab Emirates	Mülhens GmbH & Co. KG	3		26.04.1995	Registered
PERFUMERY CZ.						
YARDLEY ORIGINAL (WORT)	Canada	Mülhens GmbH & Co. KG		344 649	22.07.1971	Registered
YARDLEY ORIGINAL (WORT)	Chile	Mülhens GmbH & Co. KG	3			Registered
YARDLEY ORIGINAL (WORT)	El Salvador	Mülhens GmbH & Co. KG		3 408	04.05.2000	Registered
YARDLEY ORIGINAL CZ.	Australia	Mülhens GmbH & Co. KG	3	586 646	16.09.1992	Registered
YARDLEY ORIGINAL CZ.	Austria	Mülhens GmbH & Co. KG	3	AM 4516/92	16.09.1992	Registered
YARDLEY ORIGINAL CZ.	Benelux	Mülhens GmbH & Co. KG	3	785 950	18.09.1992	Registered
YARDLEY ORIGINAL	Brazil	Mülhens GmbH & Co. KG		615 961 700	09.11.1992	Pending

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37

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RECORDED: 08/17/2006

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