

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DM Personal Care Products, Inc.		04/26/2007	CORPORATION: UTAH

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	0416405	TONI
Registration Number:	0428681	TONI
Registration Number:	0425976	TONI
Registration Number:	0502315	TONI
Registration Number:	0516594	TONI
Registration Number:	0551925	WHITE RAIN
Registration Number:	0770080	WHITE RAIN
Registration Number:	1269557	MINK DIFFERENCE
Registration Number:	1428955	WHITE RAIN
Registration Number:	1771001	WHITE RAIN
Registration Number:	3101105	COLOR NOURISH
Registration Number:	2913140	WHITE RAIN
Registration Number:	3067616	TAME
Registration Number:	0645526	ADORN

OP \$515.00 0416405

Registration Number:	0764818	EPIC
Registration Number:	0884762	THE DRY LOOK
Registration Number:	1030483	AAPRI
Registration Number:	1255703	SILKIENCE
Registration Number:	1541126	EPIC WAVES
Registration Number:	2052632	SILKIENCE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1054
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/11/2007

Total Attachments: 5
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SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 26, 2007 is made by DM PERSONAL CARE PRODUCTS, INC. a Utah corporation located at 15 West South Temple, Suite 1400, Salt Lake City, UT 84101-1535 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of April 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among AcquiCo, HUIISH DETERGENTS, INC., a Utah corporation and parent of Obligor (together with AcquiCo, the "Borrowers"), Holdings, the Lenders, the Collateral Agent, JPMORGAN CHASE BANK, N.A., as administrative agent, J.P. MORGAN SECURITIES INC. and BANC OF AMERICA SECURITIES LLC, as joint lead arrangers and as joint bookrunners, and Bank of America, N.A., as syndication agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrowers executed and delivered a Second Lien Guarantee and Security Agreement, dated as of April 26, 2007, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Security Agreement");

WHEREAS, pursuant to the Second Lien Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademark Collateral (defined herein); and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Obligor agrees, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment and performance of the Obligations. Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no pledge or grant of a security interest shall be deemed granted by Obligor, in any intent-to-use trademark or service mark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Second Lien Security Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECOND LIEN GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 7 day of June, 2007.

DM PERSONAL CARE PRODUCTS, INC.

By: *Douglas L. Brewster*

Name: Douglas L. Brewster

Title: President

TRADEMARK

REEL: 003578 FRAME: 0665

SECOND LIEN GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

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Accepted and Agreed to:

JP MORGAN CHASE BANK, N.A.
as Collateral Agent for the Lenders

By: 
Name: _____
Title: Kathryn A. Duncan
Managing Director

SCHEDULE A

U.S. Trademarks and Applications

Owner	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
DM Personal Care Products, Inc.	TONI (stylized)	71/477286	12/6/1944	416405	9/11/1945
DM Personal Care Products, Inc.	TONI (stylized)	71/494142	12/29/1945	428681	4/1/1947
DM Personal Care Products, Inc.	TONI (stylized)	71/494143	12/29/1945	425976	12/10/1946
DM Personal Care Products, Inc.	TONI (stylized)	71/529830	7/28/1947	502315	9/21/1948
DM Personal Care Products, Inc.	TONI (stylized)	71/559982	5/7/1948	516594	10/18/1949
DM Personal Care Products, Inc.	WHITE RAIN (stylized)	71/589536	12/17/1949	551925	12/11/1951
DM Personal Care Products, Inc.	WHITE RAIN	72/170060	5/31/1963	770080	5/19/1964
DM Personal Care Products, Inc.	MINK DIFFERENCE	73/298551	2/25/1981	1269557	3/13/1984
DM Personal Care Products, Inc.	WHITE RAIN	73/602032	6/2/1986	1428955	2/17/1987
DM Personal Care Products, Inc.	WHITE RAIN	74/308208	8/27/1993	1771001	5/18/1993
DM Personal Care Products, Inc.	COLOR NOURISH	76/450750	9/16/2002	3101105	6/6/2006
DM Personal Care Products, Inc.	WHITE RAIN	78/330314	11/19/2003	2913140	12/21/2004
DM Personal Care Products, Inc.	TAME	78/477471	9/1/2004	3067616	3/14/2006
DM Personal Care Products, Inc.	ADORN			645526	5/14/1957
DM Personal Care Products, Inc.	EPIC			764818	2/11/1964
DM Personal Care Products, Inc.	THE DRY LOOK			884762	1/20/1970
DM Personal Care Products, Inc.	AAPRI			1030483	1/20/1976
DM Personal Care Products, Inc.	SILKIENCE			1255703	11/1/1983
DM Personal Care Products, Inc.	EPIC WAVES			1541126	5/30/1989
DM Personal Care Products, Inc.	SILKIENCE			2052632	4/15/1997