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2000-06-27 14:05:39
Cook County Recorder 61.50

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME	Mario Tricoci Hair Salons and Day Spas, Inc. (See Exhibit C for a list of d/b/a names)		
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS	CITY	STATE	COUNTRY POSTAL CODE
3822 East University Drive, Suite 5	Phoenix	AZ	85034
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			1g. ENTITIES ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS	CITY	STATE	COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITIES ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

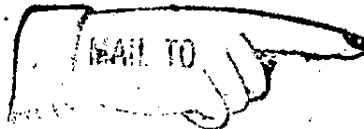
3a. ENTITY'S NAME	Bankers Trust Company, as Administrative Agent		
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS	CITY	STATE	COUNTRY POSTAL CODE
130 Liberty Street	New York	NY	10006

4. This FINANCING STATEMENT covers the following types or items of property:

See Exhibit A for the Collateral Description attached hereto and hereby incorporated by this reference.

This is being filed as a fixture filing and relates to the real property, the legal description of which is attached hereto as Exhibit B, which Exhibit B is hereby incorporated by this reference. The name of the record owner of such real property is Karen J. Karbin

[Filed in Cook County, Illinois]



The Chattel Mortgage Reporter, Inc.
300 W. Washington St. #808
Chicago, IL 60608

5. CHECK BOX (if applicable) <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) Mario Tricoci Hair Salons and Day Spas, Inc. 	8. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)
	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

(1) FILING OFFICER COPY

- NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)

CSC-The United States Corp. Co.
1013 Centre Road
Wilmington, DE 19805-1297

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PROPERTY

OF THE

Property of Cook County Clerk's Office

PROPERTY OF THE
CLERK OF THE COURT
OF COOK COUNTY
CHICAGO, ILLINOIS

DEBTOR: Mario Tricoli Hair Salons and Day Spas, Inc.
3822 East University Drive
Suite 5
Phoenix, Arizona 85034

SECURED PARTY: Bankers Trust Company,
as Administrative Agent
130 Liberty Street
New York, NY 10006

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EXHIBIT A

DESCRIPTION OF COLLATERAL

All of Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing, whether tangible or intangible, or in which Debtor now has or hereafter acquires an interest and wherever the same may be located (the "**Collateral**"):

(a) all equipment in all of its forms, all parts thereof and all accessions thereto (any and all such equipment, parts and accessions being the "**Equipment**");

(b) all inventory in all of its forms, including but not limited to (i) all goods held by Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in Debtor's business, (iii) all goods in which Debtor has an interest in mass or a joint or other interest or right of any kind, and (iv) all goods which are returned to or repossessed by Debtor and all accessions thereto and products thereof (collectively the "**Inventory**") and all negotiable and non-negotiable documents of title (including without limitation warehouse receipts, dock receipts and bills of lading) issued by any Person covering any Inventory (any such negotiable document of title being a "**Negotiable Document of Title**");

(c) all accounts, contract rights, chattel paper, documents, instruments, general intangibles and other rights and obligations of any kind owned by or owing to Debtor and all rights in, to and under all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations (any and all such accounts, contract rights, chattel paper, documents, instruments, general intangibles and other obligations being the "**Accounts**", and any and all such security agreements, leases and other contracts being the "**Related Contracts**");

(d) all deposit accounts ("**Deposit Accounts**"), including the deposit accounts listed on Schedule 1(d), together with (i) all amounts on deposit from time to time in such deposit accounts, and (ii) all interest, cash, instruments, securities and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

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EXHIBIT A

(e) the "Securities Collateral," which term means:

(i) all shares of stock, partnership interests, interests in joint ventures, limited liability company interests and all other equity interests now or hereafter owned by Debtor in any Person (other than limited liability company interests in Elizabeth Arden Spas, L.L.C. now or hereafter owned by Elizabeth Arden Salon-Holdings, Inc.), including all securities convertible into, and rights, warrants, options and other rights to purchase or otherwise acquire any of the foregoing now or hereafter owned by Debtor, including those owned on May 22, 2000 and described on Schedule 1(e)(i), and the certificates or other instruments representing any of the foregoing and any interest of Debtor in the entries on the books of any securities intermediary pertaining thereto (the "Pledged Shares"), and all dividends, distributions, returns of capital, cash, warrants, option, rights, instruments, rights to vote or manage the business of such Person pursuant to organizational documents governing the rights and obligations of the stockholders, partners, members or other owners thereof and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Shares; provided, that if the issuer of any of such Pledged Shares is a Foreign Subsidiary, the Pledged Shares shall not include any shares of stock of such issuer in excess of the number of shares of such issuer possessing up to but not exceeding 65% of the voting power of all classes of capital stock entitled to vote of such issuer, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Shares;

(ii) all indebtedness from time to time owed to Debtor by any obligor that is, or becomes, a direct or indirect Subsidiary of Debtor, including the indebtedness described on Schedule 1(e)(ii) and issued by the obligors named therein, and the instruments evidencing such indebtedness (the "Pledged Debt"), and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Debt; and

(iii) all other investment property as that term is defined in the Uniform Commercial Code of any relevant jurisdiction (the "UCC"), of Debtor;

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EXHIBIT A

(f) the “**Intellectual Property Collateral**”, which term means:

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Debtor, or hereafter owned and used in its business (including, without limitation, the trademarks specifically identified in Schedule 1(f)(i), as the same may be amended pursuant hereto from time to time) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule 1(f)(i), as the same may be amended pursuant hereto from time to time) (the “**Trademark Registrations**”), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries, including without limitation the right, exercisable only upon the occurrence and during the continuation of an Event of Default, to sue for past, present and future infringements in the name of Debtor or in the name of Secured Party or Lenders (the “**Trademark Rights**”), and all goodwill of Debtor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”);

(ii) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Debtor in whole or in part, all rights corresponding thereto (including, without limitation, the right, exercisable only upon the occurrence and during the continuation of an Event of Default, to sue for past, present and future infringements in the name of Debtor or in the name of Secured Party or Lenders), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the “**Patents**”); including, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to patent applications and patents presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of Debtor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties; and

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(iii) all rights, title and interest (including rights acquired pursuant to a license or otherwise) under copyright in various published and unpublished works of authorship including, without limitation, computer programs, computer data bases, other computer software, layouts, trade dress, drawings, designs, writings, and formulas owned by Debtor (collectively, the "**Copyrights**"), all copyright registrations issued to Debtor and applications for copyright registration that have been or may hereafter be issued or applied for thereon by Debtor in the United States and any state thereof and in foreign countries (collectively, the "**Copyright Registrations**"), all common law and other rights in and to the Copyrights in the United States and any state thereof and in foreign countries including all copyright licenses (but with respect to such copyright licenses, only to the extent permitted by such licensing arrangements) (the "**Copyright Rights**"), including, without limitation, each of the Copyrights, rights, titles and interests in and to the Copyrights, all derivative works and other works protectable by copyright, which are presently, or in the future may be, owned, created (as a work for hire for the benefit of Debtor), authored (as a work for hire for the benefit of Debtor), or acquired by Debtor, in whole or in part, and all Copyright Rights with respect thereto and all Copyright Registrations therefor, heretofore or hereafter granted or applied for, and all renewals and extensions thereof, throughout the world, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits), the right to renew and extend such Copyright Registrations and Copyright Rights and to register works protectable by copyright and the right to sue for past, present and future infringements of the Copyrights and Copyright Rights;

(g) all information used or useful or arising from the business including all goodwill, trade secrets, trade secret rights, know-how, customer lists, processes of production, ideas, confidential business information, techniques, processes, formulas, and all other proprietary information;

(h) the agreements listed in Schedule 1(h), as each such agreement may be amended, restated, supplemented or otherwise modified from time to time (said agreements, as so amended, restated, supplemented or otherwise modified, being referred to herein individually as an "**Assigned Agreement**" and collectively as the "**Assigned Agreements**"), including, without limitation, (i) all rights of Debtor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all rights of Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all

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EXHIBIT A

claims of Debtor for damages arising out of any breach of or default under the Assigned Agreements, and (iv) all rights of Debtor to terminate, amend, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

(i) to the extent not included in any other paragraph in this Exhibit A, all other general intangibles (including without limitation tax refunds, rights to payment or performance, *choses in action* and judgments taken on any rights or claims included in the Collateral);

(j) all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all accessions thereto and products thereof;

(k) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(l) to the extent not included in any other paragraph in this Exhibit A, and for the purposes of English law to the extent relevant, a first fixed charge by Debtor to Secured Party, with full title guarantee, of all of the Pledged Shares that are issued by any company incorporated in England or Wales; and

(m) all proceeds, products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Exhibit A, the term "**proceeds**" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

As a matter of clarification, Collateral shall not include property owned by the landlord of the Debtor.

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EXHIBIT A

Certain Defined Terms

"Affiliate", as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

"Credit Agreement" means that certain Credit Agreement dated as of May 12, 2000 by and among Elizabeth Arden Salon-Holdings, Inc. ("**Holdings**"), Elizabeth Arden Spas, L.L.C. ("**Company**"), the Lenders, together with their successors and permitted assigns, and certain other parties (as such Credit Agreement may be amended, restated, supplemented or otherwise modified from time to time).

"Domestic Subsidiary" means any Subsidiary of Holdings or Company that is incorporated or organized in the United States of America, any state thereof or in the District of Columbia.

"Event of Default" means each of the events set forth in Section 8 of the Credit Agreement.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"Lenders" means Bankers Trust Company, Orix Business Credit, Inc., National City Bank of Michigan/Illinois, Bank One, Arizona, NA, and their successors and permitted assigns.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments (whether federal, state or local, domestic or foreign, and including political subdivisions thereof) and agencies or other administrative or regulatory bodies thereof.

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"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

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 UNIFORM COMMERCIAL CODE FINANCING STATEMENT - FORM UCC-1

DEBTOR: Mario Tricoci Hair Salons and Day Spas, Inc.
 3822 East University Drive
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 Phoenix, Arizona 85034

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EXHIBIT A

SCHEDULE 1(d)

Account Holder	Account Type	Bank	Account #	Contact	Address
Elizabeth Arden Salons, Inc.	Corporate General Checking + F/S Credit Card Depository + NY Salon Depository	Chase Manhattan	007-033427	Andrew Christ Phone: 212-332-4364 Fax: 212-332-4370 Asst.: Teri Gaudry 212-332-4304	Chase Manhattan Bank Middle Market Banking Group Westside Region 600 Fifth Avenue, 5th Floor New York, NY 10020
Elizabeth Arden Salons, Inc.	Corporate Money Market VISTA	Chase Vista Funds	5000001340 Fund #: 677 Ck Digit: 3	Paul Donnelly	Vista Service Center 100% US Treasury Sec MM Fund PO Box 419392 Kansas City, MO 64141-6392
Elizabeth Arden Salons, Inc.	Main Concentration Account (funds PR, AP) Dept Store Wires depository F/S Credit Card depository	Bank of America	0047-7112-9667	Ken Ullmann 214-209-0316 Sharon McGinnis 214-209-1103	NationsBank Treasury Management 901 Main Street, 7th Floor Dallas, TX 75202
Elizabeth Arden Salons, Inc.	Red Door Depository Dallas, CC, FD (4/99) SF, Phoenix (9/99)	Bank of America	0047-7112-9758	Ken Ullmann 214-209-0318	NationsBank Treasury Management 901 Main Street, 7th Floor Dallas, TX 75202
Elizabeth Arden Salons, Inc.	Payroll Account	Bank of America	0023-3093-6855		
Elizabeth Arden Salons, Inc.	Accounts Payable Account	Bank of America	0023-3093-6868		
Elizabeth Arden Salons, Inc.	Chicago Salon Depository	LaSalle National Bank	5800-166-117	Jill Riley-Valentine (Branch Mgr) 312-274-2365	LaSalle National Bank 920 N. Michigan Avenue Chicago, IL 60611
Elizabeth Arden Salons, Inc.	Safe Deposit Box	Wells Fargo	Box #1003-00410		McClintock & Warner Branch
Elizabeth Arden Salons, Inc.	CANADA Petty Cash Checking	Royal Bank of Canada	104-207-6	Branch Manager	Royal Bank of Canada 11855-224th Street Maple Ridge, BC V2X 7E9
Elizabeth Arden Salons, Inc.	CANADA Depository + AP Checking	Royal Bank of Canada	112-414-8	Andre Baumgart 416-974-4998 Angela Roach/Chris Baur 416-974-0144	Royal Bank of Canada 2 Bloor Street East Toronto, ON M4W 1A8
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980107426		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980107442		Citibank 1 South Dearborn Street Chicago, IL 60606

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Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980107434		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980141403		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980925803		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980107418		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980107450		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980091609		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980141411		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980107469		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980925870		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980925757		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980141659		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Citibank	0980039102		Citibank 1 South Dearborn Street Chicago, IL 60606
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Country Club Bank	59702		Country Club Bank 9400 Mission Road Shawnee Mission, KS 66306
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Country Club Bank	60758		Country Club Bank 9400 Mission Road Shawnee Mission, KS 66306
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Country Club Bank	66005		Country Club Bank 9400 Mission Road Shawnee Mission, KS 66306

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Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Country Club Bank	65994		Country Club Bank 9400 Mission Road Shawnee Mission, KS 66306
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Hillcrest Bank	10001546		Hillcrest Bank 11111 West 95th Street Overland Park, KS 66214
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Huntington National Bank	01891748923		Huntington National Bank 6340 Frantz Road Dublin, OH 43017
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Huntington National Bank	01891748677		Huntington National Bank 6340 Frantz Road Dublin, OH 43017
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Huntington National Bank	01891787438		Huntington National Bank 6340 Frantz Road Dublin, OH 43017
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	LaSalle Bank	5200855699		LaSalle Bank 4747 West Irving Park Road Chicago, IL 60641
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	LaSalle Bank	5200832128		LaSalle Bank 4747 West Irving Park Road Chicago, IL 60641
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	LaSalle Bank	5800239500		LaSalle Bank 4747 West Irving Park Road Chicago, IL 60641
Mario Tricoci Hair Salons and Day Spas, Inc.	Checking	Success National Bank Libertyville	110300084		Success National Bank Libertyville One Marriott Drive Lincolnshire, IL 60069-3703

The restricted deposit account (designated as "Elizabeth Arden Spas, L.L.C. Collateral Account") established and maintained by Secured Party at its office at 130 Liberty Street, New York, New York 10006.

DEBTOR: Mario Tricoci Hair Salons and Day Spas, Inc.
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EXHIBIT A

SCHEDULE 1(e)(i)

Pledged Shares

Pledgor	Stock Issuer	Class of Stock or Equity Interest	Stock Certificate Nos.	Par Value	Number of Issued Shares	Percentage of Outstanding Shares Pledged
Company	Elizabeth Arden Salons, Inc.	Common Stock	1	\$1.00	1,000	100%
Company	Elizabeth Arden Resort Spas, Inc.	Common Stock	1	\$0.01	100	100%
Company	Red Door Salons, Inc.	Common Stock	2	\$1.00	1,000	100%
Company	NCP-Soak Merger Corporation	Common Stock	1	\$0.01	1,000	100%
Company	NCP-EA Asset Corporation	Common Stock	1	\$0.01	1,000	100%
Holdings	Elizabeth Arden Salons International, Inc.	Common Stock	1	\$1.00	1,000	100%
Holdings	E.A. Salons Canada Ltd.	Common Stock	C-4		100	65%
Holdings	Essanelle International, Ltd.	Common Stock	6	\$1.00	12,000	65%
Elizabeth Arden Salons, Inc.	E.A. Salons - SFA, Inc.	Common Stock	1	\$0.01	100	100%
Red Door Salons, Inc.	Red Door - Biltmore Fashion Park, Inc.	Common Stock	1	\$1.00	1,000	100%
Red Door Salons, Inc.	Elizabeth Arden Salons - Chevy Chase, Inc.	Common Stock	2	\$1.00	1,000	100%
Red Door Salons, Inc.	Red Door Salons - Tyson's Corner, Inc.	Common Stock	1	\$1.00	1,000	100%
Red Door Salons, Inc.	Red Door Salons - Illinois, Inc.	Common Stock	1	\$0.01	100	100%
Elizabeth Arden Salons International, Inc.	Elizabeth Arden International Limited	Common Stock	NINE and TEN	\$0.00	800,000	65%

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EXHIBIT A

SCHEDULE 1(e)(ii)

Pledged Debt

Intercompany Promissory Note dated May 12, 2000 by and among Company and its Subsidiaries party thereto.

Property of Cook County Clerk's Office

DEBTOR: Mario Tricoci Hair Salons and Day Spas, Inc.
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 New York, NY 10006

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EXHIBIT A

SCHEDULE 1(ñ)(i)

Trademarks

U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Issue Date</u>
Elizabeth Arden Salons, Inc.	SALON WORKS (words)	2,242,906	06/01/1999

U.S. Trademark Applications

CLIENT	DOCKET	TYPE	SERNO	FILEDATE	CASEDESC
Elizabeth Arden Salons, Inc.	PENDING	ITU	688,983 (74/)	06/15/1995	SALON WORKS
Elizabeth Arden Salons, Inc.	PENDING	ITU	811,652 (75/)	09/30/1999	SPA 752
Elizabeth Arden Salons, Inc.	PENDING	ITU	811,142 (75/)	09/30/1999	E-SPA
Elizabeth Arden Salons, Inc.	PENDING	ITU	873,592 (75/)	12/16/1999	VILLA FLORIANI
Elizabeth Arden Salons, Inc.	PENDING	ITU	873,591 (75/)	12/16/1999	PURA FLORIANI
Elizabeth Arden Salons, Inc.	PENDING	ITU	873,593 (75/)	12/16/1999	E-SOLUTIONS

APPLICANT	COUNTRY	TYPE	FILEDATE	DESCRIPTION
Mario Tricoci Hair Salons and Day Spas, Inc.	U.S.A.	ITU	5/12/00	Tricoci
Mario Tricoci Hair Salons and Day Spas, Inc.	U.S.A.	ITU	5/12/00	Mario Tricoci
Mario Tricoci Hair Salons and Day Spas, Inc.	U.S.A.	ITU	5/12/00	Mario Tricoci Too
Mario Tricoci Hair Salons and Spas, Inc.	U.S.A.	ITU	5/12/00	Mario Tricoci Hair Salons and Day Spas
Mario Tricoci Hair Salons and Spas, Inc.	U.S.A.	ITU	5/12/00	Tricoci Too
Mario Tricoci Hair Salons and Day Spas, Inc.	U.S.A.	ITU	5/12/00	M design

DEBTOR: Mario Tricoci Hair Salons and Day Spas, Inc.
3822 East University Drive
Suite 5
Phoenix, Arizona 85034

SECURED PARTY: Bankers Trust Company,
as Administrative Agent
130 Liberty Street
New York, NY 10006

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EXHIBIT A

SCHEDULE 1(h)

Assigned Agreements

Asset Purchase and Gift Certificate Assumption Agreement among AssetCo., Mario and Cheryl Tricoci, Inc., Mario Tricoci, Cheryl Tricoci and the Tricoci 1999 Family Trust, dated as of March 31, 2000.

Agreement and Plan of Merger among Holdings, NCP-Soak, each of MTS Companies, Mario Tricoci and each of the stockholders listed on Annex B thereto, dated as of March 31, 2000.

Stock Purchase Agreement and Agreement and Plan of Merger by and among NCP-EA, L.P., MergerCo, Holdings, the Management Investors, Stratford Equity Partners, L.P. and Retail & Restaurant Growth Capital, L.P. dated as of March 31, 2000.

(i) the Retail Salon License Agreement dated October 1992 among Elizabeth Arden Co., Unilever N.V. and Essanelle International Limited ("**Essanelle**"), (ii) the Department Store Salon License Agreement dated August 1994 between Elizabeth Arden Co. and Essanelle, (iii) the Trademark Sublicense Agreement dated December 31, 1996 between Essanelle and Holdings and its Subsidiaries, (iv) the Assignment of License Agreements dated August 12, 1998 between Essanelle and Holdings, (v) the letter agreement dated as of March 3, 2000 among Essanelle, Holdings, Elizabeth Arden Co. and Unilever N.V., and (vi) the Assignment of License Agreements dated as of May 12, 2000 between Holdings and Company.

Agreement, dated October 1, 1993, by and between the Elder-Beerman Stores Corp. and Elizabeth Arden Salons, Inc., as amended on February 1, 1998.

Departmental Agreement, dated as of January 29, 1994 between CPS Department Stores, Inc. and P.A. Bergner & Co. and Elizabeth Arden Salons, Inc., as superceded by the Departmental Agreement, dated as of August 1, 1999, between Saks Incorporated and Elizabeth Arden Salons, Inc.

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EXHIBIT A

Letter Agreement, dated January 5, 1999, between Macy's California and Holdings stating the intent of the parties to negotiate a new agreement to replace that certain Departmental License Agreement, dated November 15, 1993, between Macy's California, Inc. and Elizabeth Arden Salons, Inc. which expired on July 31, 1999.

Agreement, dated August 8, 1994, between Bloomingdale's, Inc. and Elizabeth Arden Salons, Inc., as amended by that certain Letter Agreement, dated March 12, 1999.

License Agreement, dated January 30, 1994, between the May Department Stores Company, doing business under the general trade name of Kaufmann's, and Elizabeth Arden Salons, Inc.

License Agreement, dated January 30, 1994, between the May Department Stores Company, doing business under the general trade name of L.S. Ayres, and Elizabeth Arden Salons, Inc.

License Agreement, dated January 30, 1994, between the May Department Stores Company, doing business under the general trade name of Robinsons-May, and Elizabeth Arden Salons, Inc.

Agreement, dated April 29, 1997, between Elizabeth Arden Salons, Inc. and the Department Store Division of Dayton-Hudson Corporation, as amended by the First Amendment to the License Agreement, dated January 2000.

Amended and Restated License Agreement, dated October 18, 1999, between the May Department Stores Company, doing business under the general trade name of Lord & Taylor, and Elizabeth Arden Salons, Inc.

Agreement, dated January 16, 1998, between Saks & Company and Elizabeth Arden Salons, Inc.

Letter Agreement, dated August 1, 1996, between Stoup and Holdings.

National Account Agreement, dated March 1, 1995, by and between Sebastian International, Inc. and Holdings.

Sales, Terms and Agreement, dated May 23, 1997, by and between Phytomer Corporation and Elizabeth Arden Salons, Inc.

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EXHIBIT A

OPI Authorized Distributor Agreement, dated September 15, 1997, by and between OPI Products, Inc. and Elizabeth Arden Salons, Inc.

Nicole Authorized Distributor Agreement, dated November 27, 1997, by and between OPI Products, Inc. and Elizabeth Arden Salons, Inc.

Contract, dated June 13, 1995, by and between Matrix Essentials, Inc. and Elizabeth Arden Salons, Inc.

L'Oreal Professionelle 1999 Business Plan, dated October 15, 1998.

Wella Letter Agreements, dated September 3, 11, 15 and 17, 1998.

Spa Management Agreement, dated March 17, 2000, among Exit 88 Hotel, LLC, as Owner, and Elizabeth Arden Resort Spas, Inc., as Operator, and Waterford Hotel Group, Inc. as Hotel Manager for premises located at Mystic Marriot at Groton, Connecticut.

Securities Purchase Agreement, dated March 19, 1997, between Stratford and Holdings and related agreements, as amended by the Waiver and First Amendment to Securities Purchase Agreement effective July 31, 1998.

Registration Rights Agreement, dated March 19, 1997, among Stratford, RRG and Holdings.

Stockholders Agreement, dated March 19, 1997, among Stratford, RRG, Holdings, Stoup, Davos and Broadhead.

Founding Stockholders Agreement, dated as of March 19, 1997, by and among Holdings, Stoup, Davos and Broadhead, as amended by the Consent and Waiver to the Founding Stockholders Agreement on July 31, 1998.

Consent and Waiver, dated as of July 31, 1998, by Holdings, Stoup, Broadhead, RRG, Stratford and Davos.

Contribution Agreement, effective as of December 31, 1996, by and between Davos, Stoup and Elizabeth Arden Salons International, Inc.

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EXHIBIT A

Letter of Credit in the amount of \$1,000,000 from Chase Manhattan Bank.

Broker Agreement between Holdings and Cosmetics Concepts, Inc.

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Exhibit B

LEGAL DESCRIPTION

PARCEL ONE: (The property lying East of North Ernst Court)

That part of Block 13, and the accretions thereto, in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, lying West of the West line of North Michigan Avenue, South of the South line of East Walton Street, North of the North line of East Delaware Place, and East of the East line of North Ernst Court, except that part of said Block 13 lying South of the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision and West of a line which intersects (i) the North line of East Delaware Place at a point 129 feet East of the East line of North Ernst Court, and (ii) the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision at a point 43.01 feet East of the Southwest corner of the East 1/2 of Lot 5 in said Block 13 of Canal Trustees' Subdivision and also except the West 1/2 of the South 1/2 of Lot 5 in said Block 13 of Canal Trustees' Subdivision, in Cook County, Illinois.

PARCEL TWO: (The property lying West of North Ernst Court)

That part of Block 13 in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, lying East of the East line of North Rush Street, West of the West line of North Ernst Court, North of the North line of East Delaware Place, and South of the South line of East Walton Street, except for the following described property: The westerly 125 feet of Lots 7 and 12 (as measured along the North and South lines thereof) in the Subdivision of said Block 13 in Cook County, Illinois.

PARCEL THREE: (The property lying West of North Ernst Court)

The westerly 125 feet of Lots 7 and 12 (as measured along the North and South lines thereof) in the Subdivision of Block 13 in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL FOUR: (North Ernst Court Air Rights)

That part of North Ernst Court in Block 13 in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, lying Northerly of a line perpendicular to the Easterly line of North Ernst Court at a point 158.63 feet Southerly of the intersection of said Easterly line with the South line of East Walton Street, and lying above a horizontal plane 44.42 feet above Chicago City Datum and below a horizontal plane 157.42 feet above Chicago City Datum, as vacated by an Ordinance recorded August 13, 1986 as Document 85-143,919; an Ordinance recorded July 18, 1986 as Document 86-303,472 and an Ordinance recorded September 12, 1986 Document 86-412,482, in Cook County, Illinois.

EXCEPT AND EXCLUDING all right, title and interest of Grantor in and to the buildings and improvements, or portions thereof, now or hereafter existing on or within the Real Estate; provided, however, that Grantor's right, title and interest in the buildings and improvements now or hereafter located on or within the Real Estate is subject to the terms of that certain Ground Lease of even date herewith, a memorandum of which will be recorded in the office of the Recorder of Deeds of Cook County, Illinois immediately following the recording of this Deed, and shall terminate on the expiration, or sooner termination, of such Ground Lease. From and after the date of any such termination, title to all buildings and improvements, or portions thereof, as are then remaining on or within the Real Estate shall automatically be vested in the Grantee without further action on the part of Grantor or any other person or entity.

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Exhibit C

D/b/a List

Mario Tricoci Hair Salons and Day Spas, Inc. (d/b/a NCP-Soak Merger Corporation, Mario Tricoci Hair Co., Inc.; Mario Tricoci Arlington, Inc.; Mario Tricoci Old Orchard, Inc.; Mario and Thomas, Inc.; Mario Tricoci Crystal Lake, Inc.; Mario Tricoci Hair Salon Chicago, Inc.; Mario Tricoci Hair Salon Naperville, Inc.; Mario Tricoci Hair Company – Bloomingdale; Mario Tricoci Orland Park, Inc.; Mario Tricoci Columbus, Inc.; Mario Tricoci Kansas City, Inc. Mario Tricoci Leawood, Inc.; Mario Tricoci Geneva, Inc.; Mario Tricoci Easton, Inc.; Tricoci 2, Inc.; Mario Tricoci Ontario, Inc.; Mario Tricoci Hawthorne, Inc.; and Mario Tricoci Libertyville, Inc., MCT, Inc., Mario Tricoci, M.A.C.T., Inc., MACT, Inc., Mario Tricoci Salons and Day Spas, Mario Tricoci Hair Co/Bloomingdale, Mario Tricoci Bloomingdale, Inc., Mario Tricoci Naperville, Inc., Mario Tricoci Hair Company, Inc., Mario Tricoci Hair Company – Woodfield, Mario Tricoci 2, Inc., Mario Tricoci Columbus Ohio, Inc., Mario Tricoci Hair Salons and Day Spas d/b/a Libertyville, Inc., MCI, Inc.)

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1 4 3 4 2 5
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Permanent Tax Numbers: 17-03-212-004
Affects Lot 1
17-03-212-003
Affects Lot 1
17-03-212-001
Affects Lot 1
17-03-212-002
Affects Lot 1
17-03-211-006
Affects Lot 1
17-03-211-007
Affects Lot 1
17-03-211-005
Affects Lot 1
17-03-211-003
Affects Lot 1
17-03-211-004
Affects Lot 1
17-03-211-009
Affects Lot 1
17-03-211-002
Affects Lot 1
17-03-211-001
Affects Lot 1
17-03-211-009
Affects Lot 1
17-03-211-018
Affects Lot 1
17-03-211-017
Affects Lot 1
17-03-211-018
Affects Lot 1
17-03-210-008
Affects Lot 2
17-03-210-007
Affects Lot 2
17-03-210-001
Affects Lot 2

17-03-210-004
Affects Lot 2
17-03-210-003
Affects Lot 3
17-03-210-002
Affects Lot 3
17-03-210-014
Affects Lot 2
17-03-210-013
Affects Lot 2
17-03-210-011
Affects Lot 2
17-03-210-012
Affects Lot 2
17-03-210-006
Affects Lot 2
17-03-210-009
Affects Lot 2
17-03-211-021
Affects part of Lot 4

Part of Lot 4 is not yet being assessed.

Address of Property: 900 North Michigan Avenue
Chicago, Illinois

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