

12-28-2001

SHEET



12.21.01

Tab settings

To the Honorable Commissioner of

101926666

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Ist, Corp.

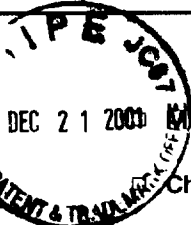
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☒ Security Agreement

☐ Other



Merger

Change of Name

Execution Date: December 18, 2001

2. Name and address of receiving party(ies)

Name Heller Financial Inc.

Internal Address:

Street Address: 500 West Monroe

City: Chicago State: IL ZIP: 60661

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application

A. Patent Application No.(s)  
See the attached

B. Patent No.(s)  
See the attached

Additional numbers attached? X Yes No

4751934

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

Name: Reedfax  
Crystal Plaza One  
Suite 1207  
Internal Address: 2001 Jefferson Davis Hwy.  
Arlington, Virginia 22202

Street Address:

City: State: ZIP

6. Total number of applications and patents involved:

18

7. Total fee (37 CFR 3.41) \$ 720.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/27/2001 6TOM11 00000188 4751934

01 FC-581 720.00 00

DO NOT USE THIS SPACE

9. Statement and signature.

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

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

December 19, 2001

Date

23

Total number of pages including cover sheet, attachments, and document:  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

**I. U.S. PATENTS GRANTED**

<u>File #</u> <u>Title</u>	<u>U.S. Pat.</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
1. M-10756 COSMETIC SAMPLER	4,751,934	06/21/88	Covers cosmetic sampler with plastic overlay or folded
2. M-11302(DIV) STACKED UNIT DOSE COSMETIC SAMPLER	4,848,378	07/18/89	Covers stacked pad embodiment.
3. M-11301(DIV) METHOD OF MAKING A COSMETIC SAMPLER	5,192,386	03/09/93	Covers method of making cosmetic sampler and pre-heated lipstick sampler.
4. P/104-83 LIPSTICK SAMPLER	5,562,112	10/08/96	Covers screen printed lipstick sampler with protective overcoat.
5. M-12629 CIP FRAGRANCE SAMPLER	5,566,693	10/22/96	Covers screen printed fragrance sampler with making same.
6. M-12638 CIP METHOD OF MAKING A LIPSTICK SAMPLER	5,647,941	07/15/97	Covers method of making a lipstick sampler.
7. M-12119 CIP COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	5,690,130	11/25/97	Covers integral applicator and method of making a cosmetic sampler by screen printing into a well.

Patent Security Agreement - IST

**I. U.S. PATENTS GRANTED (Cont)**

<u>File #</u> <u>Title</u>	<u>U.S. Pat.</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
8. P/104-103 SCREEN PRINTED PRODUCT SAMPLER IN HERMETICALLY SEALED PACKAGE	5,799,675	09/01/98	Covers hermetically sealed product sampler.
9. P/104-123 COSMETIC SAMPLER WITH APPLICATOR BACKING	6,006,916	12/28/99	Covers cosmetic sampler and applicator.
10. P/104-153 DISPOSABLE DIE-CUT COSMETIC SAMPLER APPLICATORS	6,119,704	09/19/00	Covers a disposable unit providing a plurality of applicators and method of making a disposable applicator unit.
11. P/104-121 COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	6,190,730	02/20/01	Covers method of making a cosmetic sampler with cosmetic screen printed onto cover film.
12. P/104-157 FLUID OR VOLATILE COSMETIC SAMPLER FOR SUBSCRIPTION RATE MAGAZINE INSERTION	6,213,303	04/10/01	Covers envelope-type closed carrier card for packaging liquid cosmetic samplers.
13. P/104-154 FLUID PRODUCT SAMPLER PACKAGE WITH CLEAR MOISTURE VAPOR BARRIER FILM	6,287,652	09/11/01	Covers Liqui-Seal sampler.

Patent Security Agreement - IST

**I. U.S. PATENTS GRANTED (Cont)**

<u>File #</u> <u>Title</u>	<u>U.S. Pat.</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
14. P/104-172 LIQUID PRODUCT SAMPLER PACKAGE WITH FRAME STRUCTURE FOR ENHANCING BURST STRENGTH	6,301,860	10/16/01	Covers Burst Strength Sampler Mailer.

Patent Security Agreement - IST

#### IV. FOREIGN PATENTS GRANTED

<u>Country</u> <u>File #</u> <u>Title</u>	<u>Pat.</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
Australia M-10756 COSMETIC SAMPLER	583241	08/11/89	Covers cosmetic sampler with plastic overlay or folded. Annuity.
Canada M-10756 COSMETIC SAMPLER	1288940	09/17/91	Covers cosmetic sampler with plastic overlay or folded; method of making cosmetic sampler; pre-heated lipstick sampler. Annuity. sampler; screen printed fragrance sampler. Annuity.
Germany(EPC) M-10756 COSMETIC SAMPLER	0 252 001	05/19/93	Covers cosmetic sampler with plastic overlay or folded; stacked pad embodiment; method of making cosmetic sampler; screen printed
UK (EPC) M-10756 COSMETIC SAMPLER	0 252 001	05/19/93	Covers cosmetic sampler with plastic overlay or folded; stacked pad embodiment; method of making cosmetic sampler; screen printed

Patent Security Agreement - IST

#### IV. FOREIGN PATENTS GRANTED (Cont.)

Country File # <u>Title</u>	Pat. <u>No.</u>	Issue <u>Date</u>	<u>Remarks</u>
Australia P/104-86 COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	690786	08/20/98	Covers same subject matter as allowed U.S. Pat. 5,690,130. Expires Jan. 18, 2016. Annuity.
Israel P/104-87 COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	116823	10/18/98	Covers same subject matter as allowed U.S. Pat. 5,690,130. Expires Jan. 18, 2016. Annuities due at years 6, 10, 14 and 18.
Canada P/104-85 COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	2,167,616	04/17/01	Covers same subject matter as allowed U.S. Pat. 5,690,130. Expires Jan. 19, 2016. Annuity.
Australia P/104-126 SCREEN PRINTED PRODUCT SAMPLER IN HERMETICALLY SEALED PACKAGE	721068	06/22/00	Covers same subject matter as U.S. Pat. No. 5,799,675. Expires Mar. 2, 2018. Annuity.

Patent Security Agreement - IST

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "**Agreement**") made as of this 16<sup>th</sup> day of December, 2001, by IST, CORP., a Delaware corporation ("**Grantor**") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantee**");

### W I T N E S S E T H

WHEREAS, AKI, Inc., a Delaware corporation and the owner of one hundred percent (100%) of the issued and outstanding capital stock of the Grantor ("**Borrower**"), Agent and the financial institutions party thereto as Lenders thereto have entered into that certain Amended and Restated Credit Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement), pursuant to which Lenders have agreed to make loans and other financial accommodations to or for the benefit of Borrower; and

WHEREAS, as a Subsidiary of Borrower, the Grantor acknowledges it will receive substantial direct and indirect benefits by the making of loans and other financial accommodations to or for the benefit of Borrower by the Lenders; and

WHEREAS, it is a condition precedent to the making of loans and other financial accommodations to or for the benefit of Borrower by the Lenders that the Grantor execute and deliver this Agreement; and

WHEREAS, the Grantor has executed and delivered to Agent an Amended and Restated Subsidiary Guaranty of even date herewith (as the same may be hereafter amended, supplemented, restated or otherwise modified and in effect from time to time, the "**Guaranty**"), pursuant to which the Grantor has agreed to guaranty for the benefit of Agent and Lenders the repayment and performance of all obligations of Borrower under the Credit Agreement;

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement of even date herewith between Grantor, Grantee and the other entities party thereto as Debtors (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor arising pursuant to the Guaranty;

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

1. Incorporation of Credit Agreement, Guaranty and Security Agreement. The Credit Agreement, Guaranty and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

60015518.7

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing and hereafter acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement; provided, however, unless an Event of Default has occurred and is continuing, Grantor may grant licenses under the Patents in the ordinary course of its business.

5. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 5.

6. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Patents, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as

60015518.7

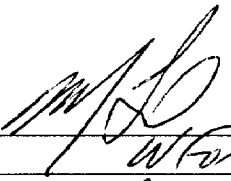


Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Patents or (ii) take any other actions with respect to the Patents as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Grantee to Grantor.

*- Remainder of Page Intentionally Left Blank –  
[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**IST, CORP.**, a Delaware corporation

By:   
Name: W. Fox  
Title: President

**ACKNOWLEDGED AND AGREED TO**  
as of the day and year first written above:

**HELLER FINANCIAL, INC.**, a Delaware corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

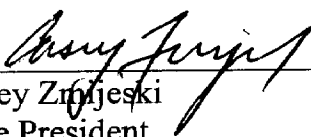
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**IST, CORP.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO**  
as of the day and year first written above:

**HELLER FINANCIAL, INC.**, a Delaware corporation, as Agent

By:  \_\_\_\_\_  
Name: Casey Zmijewski  
Title: Vice President

# ACKNOWLEDGEMENT

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On the 12th day of December, 2001, before me personally appeared William J. Fox, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is President of IST, Corp., a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Evelyn Muñoz  
Notary Public

{Seal}

My commission expires:

\_\_\_\_\_  
EVELYN MUNOZ  
Notary Public State of New York  
No. 01MU6041897  
Qualified in New York County  
Commission Expires May 15, 2002

Patent Security Agreement - IST

**PATENT**  
**REEL: 012376 FRAME: 0972**

**I. U.S. PATENTS GRANTED**

<u>File #</u> <u>Title</u>	<u>U.S. Pat.</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
1. M-10756 COSMETIC SAMPLER	4,751,934	06/21/88	Covers cosmetic sampler with plastic overlay or folded
2. M-11302(DIV) STACKED UNIT DOSE COSMETIC SAMPLER	4,848,378	07/18/89	Covers stacked pad embodiment.
3. M-11301(DIV) METHOD OF MAKING A COSMETIC SAMPLER	5,192,386	03/09/93	Covers method of making cosmetic sampler and pre-heated lipstick sampler.
4. P/104-83 LIPSTICK SAMPLER	5,562,112	10/08/96	Covers screen printed lipstick sampler with protective overcoat.
5. M-12629 CIP FRAGRANCE SAMPLER	5,566,693	10/22/96	Covers screen printed fragrance sampler with making same.
6. M-12638 CIP METHOD OF MAKING A LIPSTICK SAMPLER	5,647,941	07/15/97	Covers method of making a lipstick sampler.
7. M-12119 CIP COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	5,690,130	11/25/97	Covers integral applicator and method of making a cosmetic sampler by screen printing into a well.

Patent Security Agreement - IST

**I. U.S. PATENTS GRANTED (Cont)**

<u>File #</u> <u>Title</u>	<u>U.S. Pat.</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
8. P/104-103 SCREEN PRINTED PRODUCT SAMPLER IN HERMETICALLY SEALED PACKAGE	5,799,675	09/01/98	Covers hermetically sealed product sampler.
9. P/104-123 COSMETIC SAMPLER WITH APPLICATOR BACKING	6,006,916	12/28/99	Covers cosmetic sampler and applicator.
10. P/104-153 DISPOSABLE DIE-CUT COSMETIC SAMPLER APPLICATORS	6,119,704	09/19/00	Covers a disposable unit providing a plurality of applicators and method of making a disposable applicator unit.
11. P/104-121 COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	6,190,730	02/20/01	Covers method of making a cosmetic sampler with cosmetic screen printed onto cover film.
12. P/104-157 FLUID OR VOLATILE COSMETIC SAMPLER FOR SUBSCRIPTION RATE MAGAZINE INSERTION	6,213,303	04/10/01	Covers envelope-type closed carrier card for packaging liquid cosmetic samplers.
13. P/104-154 FLUID PRODUCT SAMPLER PACKAGE WITH CLEAR MOISTURE VAPOR BARRIER FILM	6,287,652	09/11/01	Covers Liqui-Seal sampler.

Patent Security Agreement - IST

**I. U.S. PATENTS GRANTED (Cont)**

<u>File #</u> <u>Title</u>	<u>U.S. Pat.</u> <u>No.</u>	<u>Issue</u> <u>Date</u>	<u>Remarks</u>
14. P/104-172 LIQUID PRODUCT SAMPLER PACKAGE WITH FRAME STRUCTURE FOR ENHANCING BURST STRENGTH	6,301,860	10/16/01	Covers Burst Strength Sampler Mailer.

Patent Security Agreement - IST

## II. PENDING U.S. PATENT APPLICATIONS

<u>File #</u> <u>Title</u>	<u>Serial</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Remarks</u>
P/104-189DIV COSMETIC SAMPLER WITH SAMPLER SCREEN PRINTED ON FILM	09/678,785	10/04/00	Divisional of P/104-121 Covers sampler claims. Awaiting examination.

Patent Security Agreement - IST



### **III. PENDING U.S. PROVISIONAL PATENT APPLICATIONS**

<u>File #</u> <u>Title</u>	<u>Serial</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Remarks</u>
PP/104-193 SUBSCRIPTION RATE FLUID PRODUCT SAMPLER	60/270,637	2/23/01	
PP/104-196 ON PAGE SAMPLING	60/294,987	6/01/01	Refiling of Prov. Appln. P/104-185
PP/104-190 COSMETIC "POP-UP" SAMPLER	60/330,742	10/30/01	

Patent Security Agreement - IST

#### IV. FOREIGN PATENTS GRANTED

Country File # <u>Title</u>	Pat. <u>No.</u>	Issue <u>Date</u>	<u>Remarks</u>
Australia M-10756 COSMETIC SAMPLER	583241	08/11/89	Covers cosmetic sampler with plastic overlay or folded. Annuity.
Canada M-10756 COSMETIC SAMPLER	1288940	09/17/91	Covers cosmetic sampler with plastic overlay or folded; method of making cosmetic sampler; pre-heated lipstick sampler. Annuity. sampler; screen printed fragrance sampler. Annuity.
Germany(EPC) M-10756 COSMETIC SAMPLER	0 252 001	05/19/93	Covers cosmetic sampler with plastic overlay or folded; stacked pad embodiment; method of making cosmetic sampler; screen printed
UK (EPC) M-10756 COSMETIC SAMPLER	0 252 001	05/19/93	Covers cosmetic sampler with plastic overlay or folded; stacked pad embodiment; method of making cosmetic sampler; screen printed

Patent Security Agreement - IST

#### IV. FOREIGN PATENTS GRANTED (Cont.)

Country File # <u>Title</u>	Pat. <u>No.</u>	Issue <u>Date</u>	<u>Remarks</u>
Australia P/104-86 COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	690786	08/20/98	Covers same subject matter as allowed U.S. Pat. 5,690,130. Expires Jan. 18, 2016. Annuity.
Israel P/104-87 COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	116823	10/18/98	Covers same subject matter as allowed U.S. Pat. 5,690,130. Expires Jan. 18, 2016. Annuities due at years 6, 10, 14 and 18.
Canada P/104-85 COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	2,167,616	04/17/01	Covers same subject matter as allowed U.S. Pat. 5,690,130. Expires Jan. 19, 2016. Annuity.
Australia P/104-126 SCREEN PRINTED PRODUCT SAMPLER IN HERMETICALLY SEALED PACKAGE	721068	06/22/00	Covers same subject matter as U.S. Pat. No. 5,799,675. Expires Mar. 2, 2018. Annuity.

Patent Security Agreement - IST

**V. PENDING FOREIGN PATENT APPLICATIONS**

**INTEGRAL APPLICATOR APPLICATION**

Country File # Title	Serial No.	Filing Date	Remarks
EPC (EUROPE) P/104-84 COSMETIC SAMPLER WITH INTEGRAL APPLICATOR	0 722 676	01/10/96	Response to Office Action filed. Covers subject matter of allowed U.S. Pat. No. 5,690,130. Annuity.

**HERMETICALLY SEALED APPLICATION**

Country File # Title	Serial No.	Filing Date	Remarks
EPC (Europe) P/104-124 SCREEN PRINTED PRODUCT SAMPLER IN HERMETICALLY SEALED PACKAGE	98850028.6	03/03/98	Response to Office Action due 4/18/01. Annuity .
Japan P/104-127 SCREEN PRINTED PRODUCT SAMPLER IN HERMETICALLY SEALED PACKAGE	51041/1998	03/03/98	Awaiting instruction to request examination. (due 3/3/05)
Canada P/104-125 SCREEN PRINTED PRODUCT SAMPLER IN HERMETICALLY SEALED PACKAGE	2,231,081	03/03/98	Awaiting instruction to request examination. Annuity. (due 3/3/05)

Patent Security Agreement - IST

V. PENDING FOREIGN PATENT APPLICATIONS (Cont.)

SAMPLER WITH APPLICATOR BACKING APPLICATION

<u>Country</u> <u>File #</u> <u>Title</u>	<u>Serial</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Remarks</u>
EPC (Europe) P/104-160 COSMETIC SAMPLER WITH APPLICATOR BACKING	99890170.6	05/27/99	Published 12/15/99. Requested examination on 1/14/00. Annuity.
Australia P/104-161 COSMETIC SAMPLER WITH APPLICATOR BACKING	35044/99	06/15/99	Modified Examination requested Prelim. Amdt. filed 5/01. Annuity.
Brazil P/104-162 COSMETIC SAMPLER WITH APPLICATOR BACKING	9901813	06/09/99	Published 3/20/01. Pending. Annuity.
China P/104-163 COSMETIC SAMPLER WITH APPLICATOR BACKING	99108432.2	6/11/99	Examination requested. Pending.
Japan P/104-164 COSMETIC SAMPLER WITH APPLICATOR BACKING	11-150304	5/28/99	Awaiting instruction to request examination. (due 5/28/06)
South Korea P/104-165 COSMETIC SAMPLER WITH APPLICATOR BACKING	21764/1999	06/11/99	Awaiting instruction to request examination.

Patent Security Agreement - IST

**V. PENDING FOREIGN PATENT APPLICATIONS (Cont.)**

Mexico	995430	06/11/99	Awaiting instruction to request examination. Annuity.
P/104-166			
COSMETIC SAMPLER WITH APPLICATOR BACKING			

**SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM**

Country File # <u>Title</u>	Serial <u>No.</u>	Filing <u>Date</u>	<u>Remarks</u>
Brazil P/104-167 COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	9913811-5	5/24/99	Pending. Examination requested. Annuity.
China P/104-168 COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	99107023.2	5/21/99	Examination requested. Pending.
Japan P/104-169 COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	11-142052	5/21/99	Published 12/21/99 Awaiting instruction to request examination (due 5/21/06).
Mexico P/104-170 COSMETIC SAMPLER WITH SAMPLE SCREEN PRINTED ON FILM	994-723	5/21/99	Published Oct. 2000. Pending. Annuity.

Patent Security Agreement - IST

FLUID PRODUCT SAMPLER PACKAGE

Country File # <u>Title</u>	Serial <u>No.</u>	Filing <u>Date</u>	<u>Remarks</u>
EPC (Europe) P/104-177 FLUID PRODUCT SAMPLER PACKAGE	99124167.0	12/3/99	Published 6/28/00. Awaiting request for examination.

LIQUID PRODUCT SAMPLER PACKAGE  
WITH FRAME STRUCTURE

Country File # <u>Title</u>	Serial <u>No.</u>	Filing <u>Date</u>	<u>Remarks</u>
EPC (Europe) P/104-183 LIQUID PRODUCT SAMPLER PACKAGE WITH FRAME STRUCTURE	00850120.7	6/28/00	Published 2/28/01. Awaiting request for examination.
Japan P/104-184 LIQUID PRODUCT SAMPLER PACKAGE WITH FRAME STRUCTURE	2000-198575	6/30/00	Awaiting request for examination (due 6/30/07).