

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Patent Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Cosmetic Essence, Inc.	12/03/2004
RECEIVING PARTY DATA	
Name:	BNP Paribas, as First Lien Administrative Agent and Collateral Agent
Street Address:	209 South LaSalle, Suite 500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	4974981
CORRESPONDENCE DATA	
Fax Number:	(213)430-6407
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	gdurham@omm.com
Correspondent Name:	Gina M. Durham, Esq.
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NAME OF SUBMITTER:	Gina M. Durham
Total Attachments: 4 source=CEI (P-1st)#page1.tif source=CEI (P-1st)#page2.tif source=CEI (P-1st)#page3.tif source=CEI (P-1st)#page4.tif	

CH 4974981 \$40.00

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PATENT
REEL: 015428 FRAME: 0331

GRANT OF PATENT SECURITY INTEREST

WHEREAS, COSMETIC ESSENCE, INC., a New Jersey corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, BMP/CEI Holdings, Inc., a Delaware corporation (to be renamed CEI Holdings Inc., upon the consummation of the Merger (as defined in the Credit Agreement)) (**"Company"**), has entered into a Credit Agreement dated as of December 3, 2004, (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) with Aphrodite Cosmetic Holdings, Inc., a Delaware corporation, Aphrodite Acquisition Co., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**) and BNP Paribas, as Administrative Agent and Collateral Agent for the Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **"Lender Swap Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **"Swap Agreement Counterparties"**); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of December 3, 2004, (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Guaranty"**) in favor of Secured Party for the benefit of Lenders and any Swap Agreement Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and]

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 3, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter

existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Patent Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and 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 such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent 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 Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Patent Collateral; (b) whatever is collected on, or distributed on account of, the Patent Collateral; (c) rights arising out of the Patent Collateral; (d) to the extent of the value of the Patent Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Patent Collateral; (e) to the extent of the value of the Patent Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Patent Collateral (whether or not Secured Party is the loss payee thereof); and (f) whatever is receivable or received when the Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 3rd day of December, 2004.

COSMETIC ESSENCE, INC.

By: 
Name: Mark L. Hilson
Title: Vice-President

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
4,974,981	12/04/90	Cosmetic Powder Brush with Metered Powder Dispenser	Robert A. Bennett