

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patents (Releasing 01735/0714)
CONVEYING PARTY DATA	
Name	Execution Date
JPMorgan Chase Bank, NA	12/29/2005
RECEIVING PARTY DATA	
Name:	Del Laboratories, Inc.
Street Address:	726 Reckson Plaza
City:	Uniondale
State/Country:	NEW YORK
Postal Code:	11553
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5806536
Patent Number:	4842610
Patent Number:	4891213
Patent Number:	6524604
Patent Number:	6479043
Patent Number:	5208042
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	038275-0004 PAT RELEASE

OP \$240.00 5806536

PATENT

500068870

REEL: 016967 FRAME: 0188

NAME OF SUBMITTER:

Joanna Fowler

Total Attachments: 5

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**PATENT**

**REEL: 016967 FRAME: 0189**

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN PATENTS**

TERMINATION AND RELEASE, dated as of December 29, 2005, from JPMorgan Chase Bank, N.A., a Delaware corporation having a principal place of business at 270 Park Avenue, 4th Floor, New York, New York, 10017, as administrative agent (in such capacity, the "Administrative Agent") for the banks, financial institutions and other entities (the "Lenders") from time to time party to the October 2005 Credit Agreement (as hereinafter defined), to Del Laboratories, Inc., a Delaware corporation having a principal place of business at 726 Reckson Plaza, Uniondale, New York 11553 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the (i) Credit Agreement, dated as of October 28, 2005 (as amended, supplemented, or otherwise modified from time to time, the "October 2005 Credit Agreement"), among the Grantor, DLI Holding II Corp., the Lenders, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, and the Administrative Agent, and (ii) the Security Agreement (as hereinafter defined).

**WITNESSETH:**

WHEREAS, it was a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the October 2005 Credit Agreement that the Grantor execute and deliver that certain Guarantee and Collateral Agreement, dated as of October 28, 2005 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, the Grantor agreed as a condition of the Guarantee and Collateral Agreement to execute that certain Intellectual Property Security Agreement, dated as of October 28, 2005 (the "Security Agreement"), between the Grantor, Del Pharmaceuticals, Inc., Del Professional Products, Inc., Parfums Schiaparelli, Inc., and the Administrative Agent;

WHEREAS, under the terms of the Guarantee and Collateral Agreement and the Security Agreement, the Grantor granted a security interest (the "Security Interest") to the Administrative Agent in certain Patents (as hereinafter defined) for the benefit of the Secured Parties;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on November 7, 2005, at Reel 16735, Frame 0714; and

WHEREAS, the Grantor has entered into new financing arrangements pursuant to the Credit Agreement, dated as of December 29, 2005 (as amended, supplemented, or otherwise modified from time to time), by and among the Grantor, DLI Holding II Corp., a Delaware corporation, the banks, financial institutions and other entities from time to time party thereto, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, and the Administrative Agent; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Patents;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patents pursuant to the October 2005 Credit Agreement, the Guarantee and Collateral Agreement and the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

SECTION 1. Patents: The term "Patents," as used herein, shall mean (i) all United States patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified on Schedule I hereto, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

SECTION 2. Release of Security Interest: The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Patents, and any right, title or interest of the Administrative Agent in such Patents shall hereby cease and become void.

SECTION 3. Further Assurances: The Administrative Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination  
and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: 

Name:

Title:

Paul J. O'Neill  
Sr. Vice President

IP Del Labs Patent Release

(WED)12.28.05 17:55/ST.17:53/NO.4860314073 P.13

FROM JP MORGAN 212 270 7449

PATENT  
REEL: 016967 FRAME: 0192

ACKNOWLEDGMENT

STATE OF NEW YORK           )  
  :SS:  
COUNTY OF New York    )

On December 28, 2005 before me, the undersigned, personally appeared

Paul O'Neill

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Elsa V. Griffith  
(signature and office of individual taking  
acknowledgment)

ELSA V. GRIFFITH  
Notary Public, State of New York  
No. 01GR4538119  
Qualified in Kings County  
Commission Expires March 30, 2007

IP Del Labs Patent Release

(WED) 12.28.05 17:55/ST.17:55/NO.4860314073 P 14

FROM JP MORGAN 212 270 7449

SCHEDULE I  
U.S. PATENTS

Patent No.	Inventor	Issue Date	Title
5,806,536	Tietjen	9/15/98	Artificial nail removal arrangement
4,842,610	Gordon & Chung	6/27/89	Depilatory compositions and methods
4,891,213	Gordon & Chung	1/2/90	Nail enamel containing microcrystalline cellulose
6,524,604	Ozelkan, Zhang & Malayev	2/25/03	Method, composition and kit to remove lice ova from the hair
6,479,043	Tietjen & Luciano	11/12/02	Depilatory composition
5,208,042	Gordon, Chan & Brasch	05/04/93	Stabilized mercuric oxide ointment compositions