

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Stila Corp.	04/22/2009
Stila International, Inc.	04/22/2009
Stila UK Limited	04/22/2009

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	505 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

Name:	Wachovia Capital Finance Corporation (New England)
Street Address:	One Post Office Square
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5598929
Patent Number:	D479275
Application Number:	12062116
PCT Number:	US0859245

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-581-8052

CH \$160.00 5598929

500845244

**PATENT
 REEL: 022597 FRAME: 0172**

Email: rcampbell@jonesday.com
Correspondent Name: Richard Campbell
Address Line 1: 1420 Peachtree St., N.E.
Address Line 2: Ste. 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

223194-605015

NAME OF SUBMITTER:

Richard Campbell

Total Attachments: 10

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this "Assignment") is executed and delivered as of April 22, 2009, by and among Stila Corp., a Delaware corporation ("Stila"), Stila International, Inc., a Delaware corporation ("Stila International"), Stila UK Limited, a limited company incorporated under the laws of England and Wales ("Stila UK" and, together with Stila and Stila International, "Initial Assignors"), The CIT Group / Business Credit, Inc., a New York corporation ("CIT"), as agent for the Lenders ("Agent"), CIT, as a lender under the Financing Agreement (as hereinafter defined), Wachovia Capital Finance Corporation (New England), a Massachusetts corporation ("Wachovia" and, together with Agent and CIT, "Lender Assignors"), and Stila Styles LLC, a Delaware limited liability company ("Assignee").

Recitals

A. Lender Assignors, the Initial Assignors and Stila Holding Corp., a Delaware corporation ("Stila Holding"), and together with Initial Assignors, the "Stila Entities") are parties to that certain Financing Agreement, dated as of August 8, 2006 (as amended, restated, modified or supplemented to date, the "Financing Agreement"), pursuant to which Lender Assignors made loans and other financial accommodations to or for the benefit of the Stila Entities, which, together with all other obligations, are secured by, among other things, security interests on the Collateral, which includes substantially all of the tangible and intangible personal property of Initial Assignors.

B. The parties to the Financing Agreement acknowledge that, as a result of continuing Events of Default by the Stila Entities in the repayment, observance and performance of their obligations, Agent has the right under Section 9-610 et seq. of the New York Uniform Commercial Code (the "UCC") to sell and transfer to any person for value in a private sale, among other things, all of the Initial Assignors' respective right, title and interest in and to any or all of the intangible personal property (including, without limitation, patents and applications therefor) subject the Lender Assignors' security interests (the "Foreclosure Process").

C. The Initial Assignors are willing to surrender possession of such intangible personal property to Agent solely for the purpose of effecting the Foreclosure Process.

D. Lender Assignors and Assignee are parties to that certain Foreclosure Agreement (the "Foreclosure Agreement"), dated as of the date hereof, by and among the Stila Entities, the Lender Assignors and the Assignee, pursuant to which the Lender Assignors have agreed to sell and Assignee has agreed to purchase the Subject Assets, including the Initial Assignors' intangible personal property subject to a security interest.

E. Pursuant to the Foreclosure Agreement, Lender Assignors have agreed to (i) terminate and release all security interests, liens and other encumbrances each Lender Assignor may have against all Patents (as defined in the Foreclosure Agreement) and applications therefor, including, without limitation, those listed in Schedule A attached hereto (collectively, the "Patents") and (ii) and immediately thereafter assign to Assignee all of their right, title and interest in, to and under all Patents.

F. Assignee desires to acquire the Patents.

Agreement

1. Defined Terms. Capitalized terms used but not defined herein will have the meanings set forth in the Foreclosure Agreement.

2. Foreclosure. Solely for the purpose of effecting the Foreclosure Process, Initial Assignors hereby assign, transfer and convey to Lender Assignors all of Initial Assignor's worldwide right, title and interest in, to and under the Patents, including, without limitation, the registrations identified on Schedule A, and all applications to register the Patents and registrations of renewals, extensions and reissues of the foregoing, for Lender Assignors' own use and enjoyment, and for the use and enjoyment of Lender Assignors' successors and assigns, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Patents, if any, and collect the same for Lender Assignors' own use and enjoyment and for the use and enjoyment of Lender Assignors' successors and assigns.

3. Assignment. Immediately following the assignment and conveyance described in the immediately foregoing section of this Assignment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender Assignors hereby sell, assign, transfer and convey to Assignee all of Lender Assignors' worldwide right, title and interest in, to and under the Patents, including, without limitation, the registrations identified on Schedule A, and all applications to register the Patents and registrations of renewals, extensions and reissues of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Patents, if any, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns.

4. Recordation. Initial Assignors and Lender Assignors authorize and request the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record Assignee as the assignee and owner of the Patents, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

5. Further Assurances. Initial Assignors and Lender Assignors hereby agree to execute, acknowledge and deliver, upon the request of Assignee, such additional documents prepared by Assignee as are reasonably necessary to register and otherwise give full effect to, and to perfect the rights of Assignee under, this Assignment in and to the Patents worldwide, including all documents reasonably necessary to register in the name of Assignee the assignment of the Patents with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar. Initial Assignors and Lender Assignors will further provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and Assignee's expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Patents; (b) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Patents, including, without limitation, testifying as to any facts relating to the Patents assigned herein and this Assignment; (c) obtaining any additional protection for the Patents that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (d) implementation or perfection of this Assignment.

6. No Use. Initial Assignors and Lender Assignors, for themselves and on behalf of their respective successors and assigns, subsequent to the date hereof, covenants not to use, apply for, or register any of the Patents for any purpose in the United States or in any foreign country.

7. Subsequent Payments. If any proceeds of any of the Patents or any payment thereon is for any reason received by Initial Assignors or Lender Assignors subsequent to the date hereof, Initial Assignors and Lender Assignors will remit the same to Assignee immediately in the form in which received, together with all necessary assignments and endorsements.

8. Binding Effect. This Assignment will be binding upon Initial Assignors and Lender Assignors and inure to the benefit of Assignee and their respective successors and assigns.

9. Conflicts with the Foreclosure Agreement. In the event the terms of this Assignment conflict with the terms of the Foreclosure Agreement, the terms of the Foreclosure Agreement will govern.

10. Counterparts. This Assignment may be executed in several counterparts, each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement.

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Signature Page Follows

STILA INTERNATIONAL, INC., a Delaware corporation

By: [Signature]
Name: Deanna Kangas
Title: CEO

STATE OF California)

) SS:

COUNTY OF Los Angeles

On this 22nd day of April, 2009 before me, Deanna Kangas, known to me to be CEO of Stila International, Inc., who acknowledged that ~~he~~ she signed this instrument as a free act on behalf of Stila International, Inc.

[Signature]
Notary Public:
My commission expires:
CHERAM A. MASSEHIAN
COMM. # 1658170
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COM. EXPIRES APRIL 29, 2010

STILA UK LIMITED, a limited company
incorporated under the laws of England and Wales

By: The CIT Group/Business Credit Inc., pursuant
to a power of attorney granted under Section 20 the
U.K. Debenture

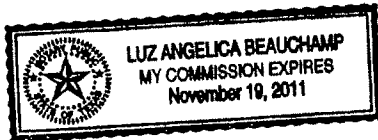
By: *Michael Alibek*
Name: Michael Alibek
Title: VICE PRESIDENT

STATE OF TEXAS)

) SS:

COUNTY OF Dallas)

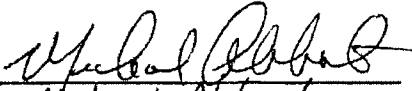
On this 21st day of April, 2009 before me, Michael Alibek, known to me to be VP of The
CIT Group/Business Credit, Inc. who acknowledged that he/she signed this instrument as a free act on
behalf of The CIT Group/Business Credit, Inc., acting in its capacity as attorney in fact of Stila UK
Limited.



Luz Angelica Beauchamp
Notary Public:
My commission expires:

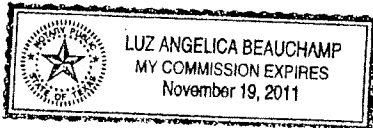
[SIGNATURE PAGE TO PATENT ASSIGNMENT]

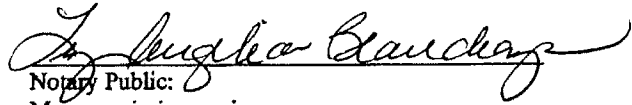
THE CIT GROUP / BUSINESS CREDIT, INC., a
New York corporation, as Agent and a Lender

By: 
Name: Michael Alberto
Title: VICE PRESIDENT

STATE OF Texas)
) SS:
COUNTY OF Dallas)

On this 26th day of April, 2009 before me, Michael Alberto, known to me to be VP of The
CIT Group / Business Credit, Inc., who acknowledged that he/she signed this instrument as a free act on
behalf of The CIT Group / Business Credit, Inc.




Notary Public:
My commission expires:

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND), a
Massachusetts corporation

By: 
Name: John Husson
Title: Managing Director

STATE OF Mass)

) SS:

COUNTY OF Suffolk)

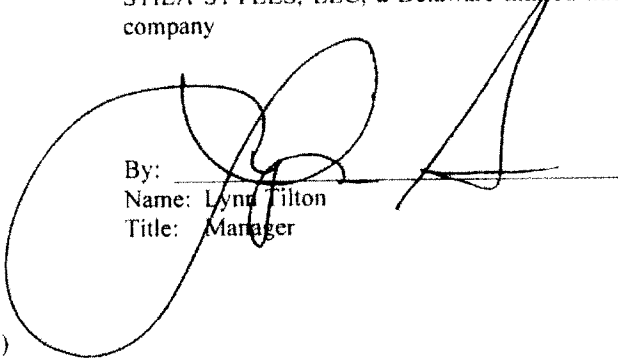
On this 21 day of April, 2009 before me, John Husson, known to me to be the Managing Director of Wachovia Capital Finance Corporation (New England), who acknowledged that he/she signed this instrument as a free act on behalf of Wachovia Capital Finance Corporation (New England).

Michelle Simon Long
Notary Public:
My commission expires:

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

PATENT
REEL: 022597 FRAME: 0181

STILA STYLES, LLC, a Delaware limited liability company

By: 
Name: Lynn Tilton
Title: Manager

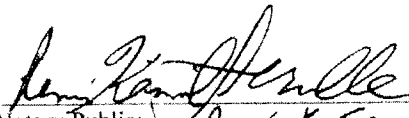
STATE OF *New York*)

) SS:

COUNTY OF *New York*)

On this 20th day of April, 2009 before me, Lynn Tilton, known to me to be the Manager of Stila Styles, LLC, who acknowledged that he/she signed this instrument as a free act on behalf of Stila Styles, LLC.

RENE K. SERULLE
Notary Public, State of New York
No. 01SE6187006
Qualified in New York County
Commission Expires May 12, 2012


Notary Public: *René K. Serulle*
My commission expires: *May 12, 2012*

SCHEDULE A

Patents

Owner/Assignee	Title	Country	Issue Date	Patent No.	Expiration Date
Stila International, Inc.	Two-Part Container	EP	07-Mar-2001	0790942	Unknown
Stila International, Inc.	Two-Part Container	JP	17-Mar-2000	3046845	Unknown
Stila Corp.	Two-Part Container	US	04-Feb-1997	5598929	04-Feb-2014
Stila International, Inc.	Two-Part Container	IT	07-Mar-2001	0790942	Unknown
Stila U.K. Limited	Two-Part Container	GB	07-Mar-2001	0790942	Unknown
Stila Corp.	Cosmetic Dispensing Machine	US	02-Sep-2003	D479275	02-Sep-2017
Stila International, Inc.	Cosmetic Dispensing Machine	CA	30-May-2003	100951	Unknown
Stila International, Inc.	Cosmetic Dispensing Machine	FR	28-Feb-2003	026351	Unknown
Stila U.K. Limited	Cosmetic Dispensing Machine	GB	11-Feb-2003	3007937	Unknown
Stila International, Inc.	Cosmetic Dispensing Machine	JP	20-Jun-2003	1181996	Unknown
Stila International, Inc.	Cosmetic Dispensing Machine	KR	24-Jun-2003	0327905	Unknown

Owner/Assignee	Title	Country	Application No./ Filing Date
CIT holds security interest	Interactive Compacts And Cosmetic Cases And Uses Thereof	U.S.	12/062,116 03-Apr-2008
Stila Corp	Interactive Compacts And Cosmetic Cases And Uses Thereof	U.S.	PCT/US2008/059245 03-Apr-2008