

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		10/28/2005	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Del Pharmaceuticals, Inc.
<b>Street Address:</b>	178 EAB Plaza, 8th Floor
<b>City:</b>	Uniondale
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11556
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	1793360	ARTHRICARE
Registration Number:	1236010	AURO
Registration Number:	1430843	AURO-DRI
Registration Number:	1168895	BABY ORAJEL
Registration Number:	0771406	BOIL-EASE
Registration Number:	2219413	DENTURE ORAJEL
Registration Number:	1499210	DERMAREST
Registration Number:	0932502	DETANE
Registration Number:	1500148	DIAPERGUARD
Registration Number:	0932501	DIDELAMINE
Registration Number:	1749219	DRICORT
Registration Number:	2730448	GENTLE NATURALS
Registration Number:	0857383	OCU-BATH
Registration Number:	0855439	OCU-DROP

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Registration Number:	0592383	OFF-EZY
Registration Number:	1259783	OFF-EZY
Registration Number:	1166935	ORAJEL
Registration Number:	2058425	ORAJEL P.M.
Registration Number:	1854017	PERIOSEPTIC
Registration Number:	1345457	PRONTO
Registration Number:	1441745	PRONTO
Registration Number:	0775933	PROPA-P.H.
Registration Number:	2061952	PROPA PH
Registration Number:	0883021	RECOVER
Registration Number:	2667626	SKIN SHIELD
Registration Number:	1805077	STYGIENE
Registration Number:	0867071	TANAC
Registration Number:	0793582	TRIALKA
Registration Number:	0647728	TRIPTONE
Serial Number:	76356223	DIABETAID

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Julie L. Dalke  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038275-0004 (RELEASE)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	11/04/2005

Total Attachments: 6  
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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of October 28, 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 as Lenders under the January 2005 Credit Agreement (as hereinafter defined), to Del Pharmaceuticals, Inc., a Delaware corporation having a principal place of business at 178 EAB Plaza, 8th Floor, Uniondale, New York 11556 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the (i) Credit Agreement, dated as of January 27, 2005 (as amended, supplemented, or otherwise modified from time to time, the "January 2005 Credit Agreement"), among DLI Acquisition Corp. (the "Borrower"), DLI Holding II Corp. the Lenders, J.P. Morgan Securities, Inc. and Bear, Stearns & Co. Inc., as joint lead arrangers and bookrunners, Bear Stearn Corporate Lending, Inc., as syndication agent, Deutsche Bank Securities, Inc., as co-agent and documentation agent, 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 January 2005 Credit Agreement that the Grantor execute and deliver that certain Guarantee and Collateral Agreement, dated as of January 27, 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 January 27, 2005 (the "Security Agreement"), between the Grantor, Del Laboratories, 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 Trademarks (as hereinafter defined) for the benefit of the Secured Parties;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 1, 2005, at Reel 3020, Frame 0150;

WHEREAS, the Grantor has entered into new financing arrangements pursuant to (i) the Credit Agreement, dated as of October 28, 2005 (as amended, supplemented, or otherwise modified from time to time), by and among Del Laboratories, Inc., 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, (ii) the Collateral Agency Agreement, dated as of October 28, 2005 (as amended, supplemented, or otherwise modified from time to time) by and among Del Laboratories, Inc., the other grantors from time to time party thereto, Wells Fargo Bank, N.A., as trustee under the Indenture (as defined therein) and Wells Fargo Bank, N.A., as collateral agent and (iii) the Purchase Agreement, dated as of October 20, 2005 (as amended, supplemented, or otherwise modified from time to time) by and among Del Laboratories, Inc., certain subsidiaries of Del Laboratories, Inc. as guarantors, and Bear, Stearns & Co. Inc., J.P. Morgan Securities Inc. and Deutsche Bank Securities Inc, as Initial Purchasers (as defined therein); and

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

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the January 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. Trademarks: The term "Trademarks," as used herein, shall mean (i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, and all registrations of and applications to register the foregoing and any new renewals thereof, including each registration and application identified in Schedule I hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) 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 and dilutions thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above.

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

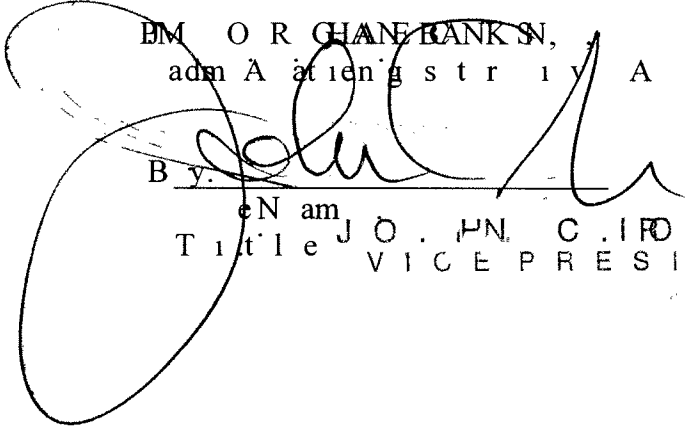
SECTION 3. Further Assurances: The Administrative Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such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

\* \* \*

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executed in WITNESSES, WHEREOF the undersigned has  
the date and reads as follows by its duly authorized officer as of

EMORGHAN BANKS, . A .  
Administrative Agent



By: \_\_\_\_\_  
Name J. P. JORDAN  
Title VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF NEW YORK            )  
  :SS:  
COUNTY OF Bronx            )

On Oct 27, 2005 before me, the undersigned, personally appeared  
John C. Rorden  
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.

Ranessa Pitt  
(signature and office of individual taking acknowledgment)

**RANESHA PITT**  
Notary Public, State of New York  
No. 01PI6046637  
Qualified in Bronx County  
Commission Expires August 14, 2006

SCHEDULE I

Trademark Registrations

<b>Country</b>	<b>Trademark</b>	<b>Class</b>	<b>Reg No.</b>	<b>Reg Date</b>
USA	ARTHRICARE	5	1793360	9/21/1993
USA	AURO	5	1,236,010	5/3/1983
USA	AURO-DRI	5	1430843	3/3/1987
USA	BABY ORAJEL	5	1168895	9/15/1981
USA	BOIL-EASE	5	771,406	6/16/1964
USA	DENTURE ORAJEL	5	2219413	1/19/1999
USA	DERMAREST	5	1499210	8/9/1988
USA	DETANE	5	932502	4/18/1972
USA	DIAPER GUARD	5	1500148	8/16/1988
USA	DIDELAMINE	5	932501	4/18/1972
USA	DRICORT	5	1749219	1/26/1993
USA	GENTLE NATURALS	5	2,730,448	6/24/2003
USA	OCU-BATH	5	0857383	9/24/1968
USA	OCU-DROP	5	0855439	8/27/1968
USA	OFF-EZY	5	0592383	7/13/1954
USA	OFF-EZY (DESIGN)	5	1,259,783	12/6/1983
USA	ORAJEL	5	1166935	9/1/1981
USA	ORAJEL P.M.	5	2058425	4/29/1997
USA	PERIOSEPTIC	5	1854017	9/13/1994
USA	PRONTO	3	1345457	7/2/1985
USA	PRONTO	5	1441745	6/9/1987
USA	PROPA P.H.	3	0775933	8/25/1964
USA	PROPA P.H. (LOGO)	3, 5	2061952	5/13/1997
USA	RECOVER	3	0883021	12/23/1969
USA	SKIN SHIELD	5	2,667,626	12/31/2002
USA	STYGIENE	5	1,805,077	11/16/1993
USA	TANAC	5	0867071	3/25/1969
USA	TRIALKA	5	0793582	8/3/1965
USA	TRIPTONE	5	0647728	7/2/1957

Trademark Applications

<b>Country</b>	<b>Trademark</b>	<b>Class</b>	<b>Serial No.</b>	<b>App. Date</b>
USA	DIABETAID	5	76/356,223	1/9/2002