### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Del Laboratories, Inc.		12/29/2005	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	270 Park Avenue, 4th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 127

Property Type	Number	Word Mark	
Registration Number:	1971967	10 DAY SHINE	
Registration Number:	2267873	2000 LB. PROFESSIONAL STRENGTH NAIL GLUE	
Registration Number:	2422355	ADVANCED CUTICLE REPAIR	
Registration Number:	2927032	AIRBRUSH LEGS	
Registration Number:	2632382	BIKINI PLUS	
Registration Number:	1470344	BLUSHDOMES	
Registration Number:	2430362	BLUSHING BRONZER	
Registration Number:	1184372	BROW & LINER	
Registration Number:	2185940	COLOR FIX	
Registration Number:	2076233	COLOR WEAR	
Registration Number:	1470349	COLORDOMES	
Registration Number:	2186581	COLORWRITER	
Registration Number:	0860673	CONFLICT	
Registration Number:	0799233	CORN SILK	
		TDADEMARK	

TRADEMARK
REEL: 003224 FRAME: 0201

900039460

Registration Number:	1457919	CORN SILK	
Registration Number:	1193832	CORN SILK	
Registration Number:	0789223	COVER OVER	
Registration Number:	0784136	CREME EMOLIA	
Registration Number:	1333915	DEFINE & DAZZLE	
Registration Number:	2908569	DIAMOND STRENGTH	
Registration Number:	1162389	'DRY-KWIK'	
Registration Number:	1436250	EXACTA TWEEZE	
Registration Number:	2480824	FAST OFF	
Registration Number:	1423534	FEEL THE QUENCHER DIFFERENCE	
Registration Number:	1316450	FG	
Registration Number:	1311886	FLAME GLOW	
Registration Number:	1369733	FLAME GLOW	
Registration Number:	1321713	FLASH GLANCES	
Registration Number:	2220980	FORTIPLEX	
Registration Number:	1442628	GENTLE PERFORMANCE	
Registration Number:	0877886	GLEAM-ON	
Registration Number:	0889821	HARD AS NAILS	
Registration Number:	0675695	HARD AS NAILS	
Registration Number:	2768070	HEALING BEAUTY	
Registration Number:	2853412	HEALING BEAUTY	
Registration Number:	1306609	HIGH SHINE	
Registration Number:	2801229	INSTA-DRI	
Registration Number:	2953904	INSTANT FIX	
Registration Number:	2299069	INSTANT FIT NAILS	
Registration Number:	1560406	KWIK OFF	
Registration Number:	2605899	KWIK OFF	
Registration Number:	1661383	LA CROSS	
Registration Number:	2743440	LIP GRIP	
Registration Number:	1005706	LIP QUENCHER	
Registration Number:	1418060	LIP WAVES	
Registration Number:	1052219	LUSH LIPS	
Registration Number:	2483354	MEGA SHINE	
Registration Number:	680590	MEND-A-NAIL	
Registration Number:	2464611	MICRO DIAMOND	

Registration Number:	2286691	MICRO LAMINATE		
Registration Number:	1499169	MICRON		
Registration Number:	2670555			
Registration Number:	2670182	MISS KISS		
Registration Number:	2418035	N.Y.C. NEW YORK COLOR		
Registration Number:	2276757	NAIL ART ESSENTIALS KIT		
Registration Number:	2276758	NAIL ART ELEGANCE KIT		
Registration Number:	0770502	NAIL PROTEX		
Registration Number:	1429739	NAIL THERAPY		
Registration Number:	1421743	NATURAL GLOW		
Registration Number:	1964653	NATURALLY VANILLA		
Registration Number:	1794584	NATURISTICS		
Registration Number:	1889095	NATURISTICS		
Registration Number:	1466862	NEARLY NUDE		
Registration Number:	1615374	NO-MORE BREAKS		
Registration Number:	2954913	NO MORE FUNGUS		
Registration Number:	1987675	NO MORE MISTAKES		
Registration Number:	1512371	NO SMUDGE TOE SPACERS		
Registration Number:	1426193	NT		
Registration Number:	810241	NUTRI-TONIC		
Registration Number:	2246572	PERFECT HARMONY		
Registration Number:	2086568	POWER SHIELD		
Registration Number:	2104263	PRECISE LASH		
Registration Number:	2015938	PRECISE TWEEZE		
Registration Number:	1437648	RADIANT BLUSH		
Registration Number:	279989	REJUVIA		
Registration Number:	1487316	REJUVIA VITAMIN E ALL NIGHT MOISTURE RECOVERY		
Registration Number:	1356124	RENEW A CURL		
Registration Number:	1567829	RENEW A PERM		
Registration Number:	688093	SALLY HANSEN		
Registration Number:	790825	SALLY HANSEN		
Registration Number:	1295408	SALLY HANSEN		
Registration Number:	1560372	SALLY HANSEN INSTANT STRENGTH		
Registration Number:	1416342	SALLY HANSEN MAXIMUM GROWTH		
Registration Number:	1447033	SALLY HANSEN NO CHIP		

Registration Number:	1931107	SALLY HANSEN PROFESSIONAL		
Registration Number:	2377693	SCENTS OF BEING THERE		
Registration Number:	1510998	SCRUB 'N SOFTEN		
Registration Number:	1845314	SEA SPLASH		
Registration Number:	1414676	SHADOW SWIRLS		
Registration Number:	1374480	SHAPE & HOLD		
Registration Number:	1391196	SHINE CONTROL		
Registration Number:	1505618	SMOOTH-IT FOOT WAND		
Registration Number:	2762519	SPRAY-OFF		
Registration Number:	2058278	SUDDENLY NAILS		
Registration Number:	1990560	SUPER CLIP		
Registration Number:	1320270	SUMMER SHINE		
Registration Number:	2276695	SUNNY		
Registration Number:	1269568	SUPER SHINE		
Registration Number:	1457811	SUPER STRONG		
Registration Number:	1306576	SUPERHOLD NAIL GLUE		
Registration Number:	1422465	SWEET LIPS		
Registration Number:	2241310	"SWEET TREATS"		
Registration Number:	2067626	THE NAIL CLINIC IN A BOTTLE		
Registration Number:	2242104	THICKEN UP		
Registration Number:	1895810	THICKEN-IT		
Registration Number:	2486087	TINI-TWEEZE		
Registration Number:	2468295	TRIPLE SMOOTH		
Registration Number:	2309756	ULTIMATE SHIELD		
Registration Number:	871442	WET FLAMES		
Registration Number:	861107	WHIPPED PEARL		
Registration Number:	508119	WHITE HANDS		
Registration Number:	1903328	WHITE RIVER MUSK		
Registration Number:	2434400	ZERO SHINE		
Serial Number:	78506963	AIRBRUSH SUN		
Serial Number:	78507203	BE-LONG		
Serial Number:	78649910	EYE NEW		
Serial Number:	78645905	LIP INFLATION		
Serial Number:	78353031	MAGICAL NAIL MAKEUP		
Serial Number:	78704190	NAIL GLOSSIES		

Serial Number:	78301812	NAILGROWTH MIRACLE		
Serial Number:	78328797	NATURAL FLEX		
Serial Number:	78649906	N.Y.C. NOURISH YOUR COMPLEXION		
Serial Number:	78649290	PERFECT-GLIDE BRUSH		
Serial Number:	78769634	SALLY HANSEN MIRACLE CURE		
Serial Number:	78645903	SALLY HANSEN XTREME WEAR		
Serial Number:	78769655	SPEED SHINE		
Serial Number:	76597359	SUPER STRONG		

#### CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7145401235 Email: ipdocket@lw.com Correspondent Name: Latham & Watkins, LLP

Address Line 1: 650 Town Center Drive, 20th Floor Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038275-0004 DEL LABS TM		
NAME OF SUBMITTER:	Joanna L. Fowler	
Signature:	/Joanna L. Fowler/	
Date:	01/10/2006	

#### Total Attachments: 13

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 29, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

- A. Del Laboratories, Inc., a Delaware corporation (the "Borrower") and DLI Holding II Corp., a Delaware corporation, ("Holdings"), have entered into a Credit Agreement, dated as of December 29, 2005 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, and the Administrative Agent.
- B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of December 29, 2005 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.
- C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

- SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the following property now owned or hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):
- (a) (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 (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act) and any new renewals thereof, including each registration and application identified in Schedule 1, (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

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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 (collectively, the "Trademarks");

- (b) (i) all United States patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified on Schedule 1, (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 (collectively, the "Patents");
- (c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Copyrights");
- (d) any and all proceeds of the foregoing. <u>Recordation</u>. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.
- SECTION 3. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

Bv:

## DEL LABORATORIES, INC.

Name: Joseph Sinicropi

Title: Executive Vice President and Chief

Financial Officer

DEL PHARMACEUTICALS, INC.

Name: Joseph Sinicropi

Title: Executive Vice President and Chief

Financial Officer

DEL PROFESSIONAL PRODUCTS, INC.

By: Name: Joseph Sinicropi

Title: Executive Vice President and Chief

Financial Officer

PARFUMS SCHIAPARELLI, INC.

Name: Joseph Sinicropi

Title: Executive Vice President and Chief

Financial Officer

[Signature Page to Intellectual Property Security Agreement]

STATE OF NEW YORK	)	
	:	SS.:
COUNTY OF NASSAU	)	
subscribed to the within instrume	ne on the ent and his/h <del>er</del> :	cember, 2005 before me personally appeared basis of satisfactory evidence to be the person whose name is acknowledged to me that he/she executed the same in his/her signature on the instrument the entity upon behalf of which the

Notary Public
9/20/07 Theresa Bisignam

My commission expires:

THERESA BISIGNANO
Notary Public, State of New York
No. 01BI6098836
Qualified in Nassau County
Commission Expires September 22, 20 07

[Signature Page to Intellectual Property Security Agreement]

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

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

Title:

Paul J. O'Neill Sr. Vice President

Bank IP Security Agreement

### Schedule 1

I. Copyrights

None.

#### II. Patents

1. Patents Owned by Del Laboratories, Inc.

Patent No	Inventor	Issue Date	Patent Described As:
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

### III. Trademarks

A. Del Laboratories, Inc.

1. Active U.S. Registrations of Del Laboratories, Inc.

e femilia e	Trademark	Reg No.	Reg Date	Smus : 155
USA	10 DAY SHINE	1971967	4/30/1996	Registered (Intent to Abandon)
USA	2000 LB. PROFESSIONAL STRENGTH NAIL GLUE	2267873	8/3/1999	Registered
USA	ADVANCED CUTICLE REPAIR	2,422,355	1/16/2001	Registered

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e enings	Lrademark	Reg No.	Reg Date	Sains -
USA	AIRBRUSH LEGS	2,927,032	02/15/2005	Registered
USA	BIKINI PLUS	2,632,382	10/8/2002	Registered
USA	BLUSHDOMES	1470344	12/29/1987	Registered
USA	BLUSHING	2430362	2/20/2001	Registered
	BRONZER			
USA	BROW & LINER	1184372	1/5/1982	Renewed
USA	COLOR FIX	2185940	9/1/1998	Registered
USA	COLOR WEAR	2076233	7/1/1997	Registered
USA	COLORDOMES	1470349	12/29/1987	Registered
USA	COLORWRITER	2186581	9/1/1998	Registered
USA	CONFLICT	0860673	11/19/1968	Renewed
USA	CORN SILK	0799233	11/23/1965	Renewed
USA	CORN SILK &	1457919	9/22/1987	Registered
	DESIGN			
USA	CORN SILK	1193832	4/20/1982	Renewed
	(BLOCK)			
USA	COVER OVER	0789223	5/4/1965	Renewed
USA	CRÈME EMOLIA	0784136	01/26/1965	Registered
USA	DEFINE &	1333915	5/7/1985	Registered
	DAZZLE			
USA	DIAMOND	2908569	12/7/2004	Registered
	STRENGTH			
USA	DRY KWIK	1162389	7/28/1981	Registered
USA	EXACTA	1436250	4/14/1987	Registered
	TWEEZE			
USA	FAST OFF	2,480,824	8/21/2001	Registered
USA	FEEL THE	1423534	1/6/1987	Registered
	QUENCHER			
	DIFFERENCE			
USA	FG	1316450	01/29/1985	Registered
USA	FLAME GLOW	1311886	1/1/1985	Registered
USA	FLAME GLOW	1369733	11/12/1985	Registered
USA	FLASH	1321713	02/26/1985	Registered
	GLANCES			
USA	FORTIPLEX	2220980	01/26/1999	Registered
USA	GENTLE	1442628	6/16/1987	Registered
	PERFORMANCE			
USA	GLEAM-ON	0877886	9/30/1969	Renewed
USA	HARD AS NAILS	0889821	4/21/1970	Renewed
USA [	HARD AS NAILS	0675695	3/17/1959	Renewed
	(LOGO)			
USA	HEALING	2768070	9/23/2003	Registered
	BEAUTY	<u> </u>		

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USA	HEALING	2,853,412	6/15/2004	Registered
:	BEAUTY			
USA	HIGH SHINE	1306609	11/20/1984	
USA	INSTA-DRI	2,801,229	12/30/2003	Registered
USA	INSTANT FIX	2953904	05/17/2005	
USA	INSTANT FIT	2299069	07/28/1999	Registered
	NAILS			
USA	KWIK OFF	1560406	10/17/1989	Registered
USA	KWIK OFF	2,605,899	8/6/2002	Registered
USA	LA CROSS	1661383	10/22/1991	Renewed
USA	LIP GRIP	2,743,440	7/29/2003	Registered
USA	LIP QUENCHER	1005706	3/4/1975	Renewed
USA	LIP WAVES	1418060	11/25/1986	Registered
USA	LUSH LIPS	1052219	11/9/1976	Renewed
USA	MEGA SHINE	2,483,354	8/28/2001	Registered
USA	MEND-A-NAIL	680590	6/16/1959	Renewed
USA	MICRO	2,464,611	6/26/2001	Registered
	DIAMOND			
USA	MICRO	2286691-	10/12/1999	Registered
	LAMINATE			
USA	MICRON	1499169	8/9/1988	Registered
USA	MIRRORED	2,670,555	12/31/2002	Registered
	BOTTLE & Design			
USA	MISS KISS	2,670,182	12/31/2002	Registered
USA	N.Y.C. NEW	2418035	1/2/2001	Registered
	YORK COLOR			
	LOGO			
USA	NAIL ART	2276758	9/7/1999	Registered (Intent to
	ELEGANCE KIT			Abandon)
USA	NAIL ART	2276757	9/7/1999	Registered (Intent to
	ESSENTIALS KIT			Abandon)
USA	NAIL PROTEX	0770502	5/26/1964	Renewed
USA	NAIL THERAPY	1429739	2/24/1987	Registered
USA	NATURAL	1421743	12/23/1986	Registered
	GLOW		2/0 5/4 00 5	75 1 /*
USA	NATURALLY	1964653	3/26/1996	Registered (Intent to
	VANILLA	1551501	0/00/1000	Abandon)
USA	NATURISTICS	1794584	9/28/1993	Renewed
USA	NATURISTICS	1889095	4/11/1995	Registered
USA	NEARLY NUDE	1466862	12/1/1987	Renewed
USA	NO MORE	1615374	10/2/1990	Renewed
	BREAKS	0054010	05/04/0005	TD 14 1
USA	NO MORE	2954913	05/24/2005	Registered
	FUNGUS			

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USA	NO MORE	1987675	7/16/1996	Registered
	MISTAKES			
USA	NO SMUDGE	1512371	11/15/1988	Registered
	TOE SPACERS	`		
USA	NT	1426193	11/04/1986	
USA	NUTRI-TONIC	810241	6/21/1966	Renewed
USA	PERFECT	2246572	05/18/1999	Registered
	HARMONY			
USA	POWER SHIELD	2086568	8/5/1997	Registered
USA	PRECISE LASH	2104263	10/7/1997	Registered
USA	PRECISE	2015938	11/12/1996	Registered
	TWEEZE			
USA	RADIANT	1437648	4/28/1987	Registered
	BLUSH			
USA	REJUVIA	279989	2/10/1931	Renewed
USA	REJUVIA	1487316	5/10/1988	Registered
İ	VITAMIN E ALL	·		
	NIGHT			
	MOISTURE REC			
USA	RENEW A CURL	1356124	8/27/1985	Registered
USA	RENEW A PERM	1567829	11/28/1989	Renewed
USA	SALLY HANSEN	688093	11/10/1959	Renewed
USA	SALLY HANSEN	790825	6/8/1965	Renewed
USA	SALLY HANSEN	1295408	9/18/1984	Renewed
	(LOGO IN			
	SCRIPT)		10/15/1000	
USA	SALLY HANSEN	1560372	10/17/1989	Registered
	INSTANT			
	STRENGTH	1115010	11/11/1007	Desisteral
USA	SALLY HANSEN	1416342	11/11/1986	Registered
	MAXIMUM			
	GROWTH	1447022	7/14/1007	Danistanad
USA	SALLY HANSEN	1447033	7/14/1987	Registered
	NO CHIP	1021107	10/31/1995	Registered
USA	SALLY HANSEN	1931107	10/31/1993	Kegisteted
	PROFESSIONAL	2277602	8/15/2000	Registered
USA	SCENTS OF	2377693	6/13/2000	Kegistered
710	BEING THERE	1510998	11/1/1988	Registered
USA	SCRUB 'N	1310338	11/1/1700	registered
770.1	SOFTEN	1845314	7/19/1994	Renewed
USA	SEA SPLASH	<del>[</del>	10/28/1986	Registered
USA	SHADOW	1414676	10/28/1980	VeRigieren
	SWIRLS	1274400	12/10/1985	Registered
USA	SHAPE & HOLD	1374480	12/10/1983	VeRigieren

Country	E Trademark	Reg No.	Res Danes.	Sinius
USA	SHINE CONTROL	1391196	4/22/1986	Registered (Intent to
0071				Abandon)
USA	SMOOTH-IT	1505618	9/27/1988	Registered
0521	FOOT WAND	,		
USA	SPRAY-OFF	2762519	11/09/2003	Registered
USA	SUDDENLY	2058278	4/29/1997	Registered
	NAILS			
USA	SUPER CLIP	1990560	7/30/1996	Registered
USA	SUMMER SHINE	1320270	2/19/1985	Registered (Intent to
				Abandon)
USA	SUNNY	2276695	09/07/1999	Registered
USA	SUPER SHINE	1269568	3/13/1984	Renewed
USA	SUPER STRONG	1457811	9/15/1987	Registered
USA	SUPERHOLD	1306576	11/20/1984	Renewed
	NAIL GLUE			
USA	SWEET LIPS	1422465	12/30/1986	
USA	SWEET TREATS	2241310	4/20/1999	Registered
USA	THE NAIL	2067626	6/3/1997	Registered
	CLINIC IN A			
	BOTTLE			
USA	THICKEN UP	2242104	4/27/1999	Registered
USA	THICKEN-IT	1895810	5/30/1995	Registered
USA	TINI-TWEEZE	2,486,087	9/4/2001	Registered
USA	TRIPLE SMOOTH	2,468,295	7/10/2001	Registered
USA	ULTIMATE	· <del>2039756</del>	1/18/2000	Registered
	SHIELD	230975		
USA	WET FLAMES	871442	6/17/1969	Renewed
USA	WHIPPED PEARL	861107	11/26/1968	Renewed
USA	WHITE HANDS	508119	3/29/1949	Renewed
USA	WHITE RIVER	1903328	7/4/1995	Registered
	MUSK			
USA	ZERO SHINE	2434400	3/6/2001	Registered

# 2. Pending U.S. Applications of Del Laboratories, Inc.

Section 15	Trademark	Serial No.	AppuDate	Spite
USA	AIRBRUSH SUN	78/506,963	10/27/2004	Pending*
USA	BE-LONG	78/507,203	10/28/2004	Pending

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Conners	Trademark	Serel No.		Salus
USA	EYE NEW	78/649,910 .	6/14/2005	Pending*
USA	JUST FEET			
USA	LIP INFLATION	78/645,905	6/8/2005	Pending*
USA	MAGICAL NAIL	78/353,031	1/16/2004	Pending*
	MAKEUP			
USA	NAIL GLOSSIES	78/704,190	8/31/2005	Pending*
USA	NAIL GROWTH	78/301,812	9/17/2003	Pending*
	MIRACLE			
USA	NATURAL FLEX	78/328,797	11/17/2003	Pending*
USA	N.Y.C. NOURISH	78/649,906	6/14/2005	Pending*
	YOUR COMPLEXION			
USA	PERFECT-GLIDE	78/649,290	6/13/2005	Pending
	BRUSH	-		.,,,
USA	SALLY HANSEN	78/769,634	12/08/2005	Pending
]	MIRACLE CURE			44.4
USA	SALLY HANSEN	78/645,903	6/8/2005	Pending*
	XTREME WEAR			
USA	SALLY HANSEN FAST	78/328,100	11/14/2003	Pending*
	AND FLAWLESS			
USA	SPEED SHINE	78/769,655	12/08/2005	Pending
USA	SUPER STRONG	76/597,359	6/14/2004	Pending

# B. Del Pharmaceuticals, Inc.

## 1. Active U.S. Registrations of Del Pharmaceuticals, Inc.

970-67 BESTS TO THE	a de la		Reg Date	Status
Country			In the last of the last of the second of the	The second secon
USA	ARTHRICARE	1793360 .	9/21/1993	Renewed
USA	AURO	1,236,010	5/3/1983	Renewed
USA	AURO-DRI	1430843	3/3/1987	Registered
USA	BABY ORAJEL	1168895	9/15/1981	Renewed
USA	BOIL-EASE	771,406	6/16/1964	Renewed
USA	DENTURE ORAJEL	2219413	1/19/1999	Registered
USA	DERMAREST	1499210	8/9/1988	Registered
USA	DETANE	932502	4/18/1972	Renewed
USA	DIAPER GUARD	1500148	8/16/1988	Registered
USA	DIDELAMINE	932501	4/18/1972	Renewed
USA	DRICORT	1749219	1/26/1993	Renewed
USA	GENTLE NATURALS	2,730,448	6/24/2003	Registered
USA	OCU-BATH	0857383	9/24/1968	Renewed
USA	OCU-DROP	0855439	8/27/1968	Renewed
USA	OFF-EZY	0592383	7/13/1954	Renewed
USA	OFF-EZY (DESIGN)	1,259,783	12/6/1983	Renewed

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ie (combine	Trademark	Reg No	Reg Date	Status
USA	ORAJEL	1166935	9/1/1981	Renewed
USA	ORAJEL MOUTH-AID	1320331	02/19/1985	Registered
USA	ORAJEL P.M.	2058425	4/29/1997	Registered
USA	PERIOSEPTIC	1854017	9/13/1994	Renewed
USA	PRONTO	1345457	7/2/1985	Registered
USA	PRONTO	1441745	6/9/1987	Registered
USA	PROPA P.H.	0775933	8/25/1964	Renewed
USA	PROPA P.H. (LOGO)	2061952	5/13/1997	Registered
USA	RECOVER	0883021	12/23/1969	Renewed
USA	SKIN SHIELD	2,667,626	12/31/2002	Registered
USA	STYGIENE	1,805,077	11/16/1993	Renewed
USA	TANAC	0867071	3/25/1969	Registered
USA	TRIALKA	0793582	8/3/1965	Registered
USA	TRIPTONE	0647728	7/2/1957	Renewed

# 2. Pending U.S. Applications of Del Pharmaceuticals, Inc.

	e i patenzak ka	Serial No.	App Date	Status
USA	DIABETAID (Stylized)	76/356,223	1/9/2002	Opposition
				Pending

### C. Del Professional Products, Inc.

# 1. Pending U.S. Applications of Del Professional Products, Inc.

a connec	i kademark	Serial No.	App Date	Spring
USA	MANICURED (BLACK	78/545,224	1/11/2005	Pending*
	& RED LOGO)			
USA	MANICURED	78/545,223	1/11/2005	Pending*
	(WORDMARK)			

<sup>\*</sup> Applications filed on an "intent-to-use" basis under 15 U.S.C. § 1051(b) are not part of the Collateral, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

## D. Parfums Schiaparelli

# 1. Active U.S. Registrations of Parfums Schiaparelli

Country	Trademark	Registration No.	Registration Date	Status
USA	SCHIAPARELLI	820431	12/13/1966	Registered
USA	SERAPHIQUE	426405	12/24/1946	Renewed
USA	SHOCKING	344590	3/30/1937	Renewed
USA	SHOCKING DE SCHIAPARELLI POUDRE POUF	875325	8/19/1969	Renewed
USA	SHOCKING RADIANCE	415856	8/21/1945	Renewed
USA	SLEEPING	820035	12/6/1966	Renewed
USA	SNUFF	422359	7/16/1946	Renewed
USA	STRATOSPHERE	425686 .	11/26/1946	Renewed

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**RECORDED: 01/10/2006**