

03-17-2000



MKD  
3-1-00

101291862

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/15/2000 DCOATES 00000128 395120

FOR OFFICE USE ONLY

01 FC:181  
02 FC:182

40.00 OP  
650.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002035 FRAME: 0489

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

516-357-3706

Name

Michael L. Dornbaum, Esq.

Address (line 1)

Cullen and Dykman

Address (line 2)

100 Quentin Roosevelt Blvd.

Address (line 3)

Garden City, NY 11530

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s) See Attached

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

27

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

690.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael L. Dornbaum

2/25/00

Name of Person Signing

Signature

Date Signed

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Class	Serial No.	App Date	Reg No.	Reg Date	Exp Date	Status
FIGURE OF A WOMAN (DESIGN OF DANCING (BOTTLE DESIGN)				395120	5/12/42	5/12/02	Renewed 1982
SALUT				732605	6/5/62	6/5/02	Renewed 1982
SALUT DE SCHIAPARELLI				397585	9/8/42	9/8/02	Renewed 1982
SCHIAPARELLI				395115	5/12/42	5/12/02	Renewed 1982
SCHIAPARELLI				395116	5/12/42	5/12/02	Renewed 1982
SCHIAPARELLI (#1)	3			394817	4/28/42	4/28/02	Renewed 1982
SCHIAPARELLI (#2)	3			1956655	2/13/96	2/13/06	Registered (P)
SCHIAPARELLI (#3)	3			820431	12/13/66	12/13/06	Registered (P)
SCHIAPARELLI (LOGO)	3			395118	5/12/42	5/12/02	Registered
SERAPHIQUE				320501	1/1/35	1/1/05	Renewed 1/1/95
SHOCKING (#1)	3			426405	12/24/46	12/24/06	Renewed 12/86
SHOCKING (#2)	3			1847202	7/26/94	7/26/04	Sect 8 & 15 filed 8/99
SHOCKING (#3)	3			344590	3/30/37	3/30/07	Renewed 3/97
SHOCKING (#4)				395119	5/12/42	5/12/02	Renewed 1982
SHOCKING DE SCHIAPARELLI				394613	4/14/42	4/14/02	Renewed 1982
SHOCKING DE SCHIAPARELLI Poudre P				395137	5/12/42	5/12/02	Renewed 1982
SHOCKING RADIANCE				875325	8/19/69	12/19/09	Renewed 1989
SLEEPING (#1)	3			415856	8/21/45	8/21/02	Registered
SLEEPING (#2)				820035	12/6/66	12/1/06	Registered
SLEEPING DE SCHIAPARELLI				397463	9/8/42	9/8/02	Registered
SNUFF (#2)				395138	5/12/42	5/12/02	Registered
SNUFF (#3)				422359	7/16/46	7/16/02	Renewed 7/86
SOUIS DE SCHIAPARELLI				1258165	11/22/83	11/22/03	Registered
SPANKING				395117	5/12/42	5/12/02	Registered
SPANKING DE SCHIAPARELLI				396947	8/11/42	8/11/02	Registered
STRATOSPHERE	3			396948	8/11/42	8/11/02	Registered
				425686	11/26/46	11/26/02	Renewed 11/86

Trademark	Class	Serial No	App Date	Reg No	Reg Date	Exp Date	Status
FIGURE OF A WOMAN (DESIGN OF DANCE)				395120	5/12/42	5/12/02	Renewed 1982
S (BOTTLE DESIGN)				732605	6/5/62	6/5/02	Renewed 1982
SALUT				397585	9/8/42	9/8/02	Renewed 1982
SALUT DE SCHIAPARELLI				395115	5/12/42	5/12/02	Renewed 1982
SCHIAP				395116	5/12/42	5/12/02	Renewed 1982
SCHIAPARELLI				394817	4/28/42	4/28/02	Renewed 1982
SCHIAPARELLI (#1)	3			1956655	2/13/96	2/13/06	Registered (P)
SCHIAPARELLI (#2)	3			820431	12/13/66	12/13/06	Registered (P)
SCHIAPARELLI (#3)				395118	5/12/42	5/12/02	Registered
SCHIAPARELLI (LOGO)	3			320501	1/1/35	1/1/05	Renewed 1/1/95
SERAPHIQUE				426405	12/24/46	12/24/06	Renewed 12/86
SHOCKING (#1)	3			1847202	7/26/94	7/26/04	Sect 8 & 15 filed 8/99
SHOCKING (#2)	3			344590	3/30/37	3/30/07	Renewed 3/97
SHOCKING (#3)				395119	5/12/42	5/12/02	Renewed 1982
SHOCKING (#4)				394613	4/14/42	4/14/02	Renewed 1982
SHOCKING DE SCHIAPARELLI				395137	5/12/42	5/12/02	Renewed 1982
SHOCKING DE SCHIAPARELLI POWDRE P				875325	8/19/69	12/19/09	Renewed 1989
SHOCKING RADIANCE				415856	8/21/45	8/21/02	Registered
SLEEPING (#1)	3			820035	12/6/66	12/1/06	Registered
SLEEPING (#2)				397463	9/8/42	9/8/02	Registered
SLEEPING DE SCHIAPARELLI				395138	5/12/42	5/12/02	Registered
SNUFF (#2)				422359	7/16/46	7/16/02	Renewed 7/86
SNUFF (#3)				1258165	11/22/83	11/22/03	Registered
SOUIS DE SCHIAPARELLI				395117	5/12/42	5/12/02	Registered
SPANKING				396947	8/11/42	8/11/02	Registered
SPANKING DE SCHIAPARELLI				396948	8/11/42	8/11/02	Registered
STRATOSPHERE	3			425686	11/26/46	11/26/02	Renewed 11/86

TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is entered into as of this 25th day of February, 2000, between **PARFUMS SCHIAPARELLI, INC.** (the "Assignor" or the "Company"), a New York corporation having a mailing address at 178 EAB Plaza, Uniondale, New York 11556 and **THE CHASE MANHATTAN BANK** ("Chase"), in its capacity as Collateral Agent (the "Assignee" or the "Collateral Agent") for The Chase Manhattan Bank, as the agent under the Credit Agreement described below (together with its permitted successors, transferees and assigns, the "Agent"), for each of the lenders which is a party to the Credit Agreement and each lender which may, after the date of this Agreement, become a party to the Credit Agreement (together with their permitted successors, transferees and assigns, the "Lenders") and for each of the Noteholders (as defined in the Intercreditor Agreement) (together with their permitted successors, transferees and assigns, the "Noteholders") (the Lenders and the Noteholders, collectively, the "Secured Parties").

WHEREAS:

A. Pursuant to the Amended and Restated Loan Agreement, dated as of February 25, 2000 (as such may be amended, restated, refinanced, replaced, renewed, modified or otherwise supplemented from time to time, the "Loan Agreement"), entered into by Del Laboratories, Inc. (the "Borrower"), Del Pharmaceuticals, Inc. ("DPI"), Parfums Schiaparelli, Inc. ("Parfums"), Royce & Rader, Inc. ("Royce") and 565 Broad Hollow Realty Corp. ("565") (DPI, Parfums, Royce and 565 collectively, the "Guarantors"), with the Noteholders, the Noteholders have amended and restated the Loan Agreement dated as of May 26, 1993, as amended, under and pursuant to which the Noteholders have purchased \$40,000,000 9.5% Senior Notes, Due May 31, 2005 (collectively, the "Senior Notes") from the Company;

B. The Borrower, the Company and the other Guarantors have entered into that certain Amended and Restated Loan Agreement, dated February 25, 2000 (as such may be amended, restated, refinanced, replaced, renewed, modified or otherwise supplemented from time to time, the "Credit Agreement"), with the Lenders and the Agent, pursuant to which the Lenders are providing to the Borrower various credit facilities;

C. The obligations of the Borrower to the Noteholders under the Loan Agreement and under the Senior Note Documents (as defined in the Intercreditor Agreement) including, without limitation, the obligations evidenced by the Senior Notes, and the obligations of the Borrower to the Lenders under the Credit Agreement and under the loan documents relating thereto including, without limitation, the obligations evidenced by the promissory notes issued under the Credit Agreement (together with amendments, modifications, and replacements thereof, the "Credit Agreement Notes") are to be secured pari passu pursuant to this Agreement and a certain Security Agreement of even date herewith between the Collateral Agent and the Company (the "Security Agreement"), and pursuant to the Intercreditor Agreement (as defined herein), the Noteholders, the Agent and the Lenders have appointed Chase as Collateral Agent to act on their behalf regarding the Collateral (as hereinafter defined); and

D. Assignor wishes to grant further collateral security and assurance to the Assignee and the other Secured Parties in order to secure the performance by Assignor of the Obligations (as defined herein), and to that effect Assignor agrees to collaterally assign to Assignee certain tradenames and trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. As used in this Agreement, the following term shall have the following meaning:

"Obligations" shall mean any and all liabilities and obligations of the Company to the Collateral Agent, the Agent and the Secured Parties of every kind whether arising under this Agreement, the Loan Agreement, the Senior Notes, the Credit Agreement Notes, the Credit Agreement, the Joint Guaranty, the Guaranties or any of the agreements, instruments and documents executed in connection herewith or therewith (including, without limitation, any and all costs and reasonable attorneys' fees incurred by the Collateral Agent, the Agent or any of the Secured Parties in the collection, whether by suit or by any other means of any of such Obligations hereunder or thereunder) and any amendment, modification, extension or renewal of any of the foregoing. The Obligations shall include interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganization proceeding in respect of the Company or any guarantor of the Obligations whether or not such interest is an allowable claim in any such proceeding and irrespective of the discharge or release of the Company or any other guarantor in such proceeding.

"Intercreditor Agreement" shall mean that certain Intercreditor Agreement dated of even date herewith among each of the Secured Parties, the Agent and the Collateral Agent relating to the relative interests of such parties in and to the Collateral and the distribution of proceeds thereof.

2. To secure the complete and timely satisfaction of all Obligations, Assignor hereby grants, assigns and conveys to Assignee a continuing security interest in and to the trademarks and trademark applications and tradenames and tradename applications listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits thereon), claims for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and all trademarks and applications for trademarks and all tradenames and applications for tradenames of Assignor hereafter filed or acquired, together with all goodwill associated with any and all of the foregoing and all proceeds of any and all of the foregoing (collectively called the "Collateral" or the "Trademarks").

3. This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and 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.


(The rest of this page intentionally left blank)



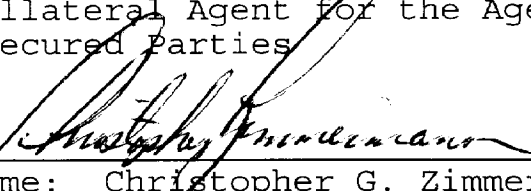
4. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under paragraph 2 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PARFUMS SCHIAPARELLI, INC.

By:   
Name: Enzo Vialardi  
Title: Executive Vice President  
and Chief Financial Officer

THE CHASE MANHATTAN BANK,  
as Collateral Agent for the Agent and  
the Secured Parties

By:   
Name: Christopher G. Zimmermann  
Title: Vice President

STATE OF NEW YORK  
COUNTY OF NASSAU ss.:

On the 24<sup>th</sup> day of February, in the year 2000 before me, the undersigned, a notary public in and for said State, personally appeared Enzo Vialardi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Lois von Buelow*

Notary Public

LOIS VON BUELOW  
Notary Public, State of New York  
No. 5002511  
Qualified in Nassau County  
Commission Expires October 5, 2000

STATE OF NEW YORK  
COUNTY OF NASSAU ss.:

On the 24<sup>th</sup> day of February, in the year 2000 before me, the undersigned, a notary public in and for said State, personally appeared Christopher G. Zimmermann, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Lois von Buelow*

Notary Public

LOIS VON BUELOW  
Notary Public, State of New York  
No. 5002511  
Qualified in Nassau County  
Commission Expires October 5, 2000