

04-03-2003



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REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sanford, L.P.

4-2-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Illinois
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: CSI East, Inc.

Internal

Address:

Street Address: 1100 Garrett Parkway

City: Lewisburg State: TN Zip: 37091

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: March 25, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,045,707; 1,045,202;
0,406,073; 0,749,521

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Furgason

Internal Address:

40.00 CH
75.00 CH

Street Address: Gibson, Dunn & Crutcher LLP

1801 California St., Suite 4100

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0792

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Peter F. Weinberg
Name of Person Signing

Signature

Date

3-27-03

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Cert of Mailing (37 CFR 1.8)
I hereby certify that this document was deposited in the U.S. Mail, first class, postage prepaid on 3-27-03 and addressed to: Commissioner for Patents and Trademarks, Washington, DC 20231.

By: TRADEMARK

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04/02/2003
01 FC:8521
02 FC:8522

OFFICE OF PATENT RECORDS
FINANCE SECTION
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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, as of March __, 2003, Sanford, L.P., a Illinois limited partnership ("Assignor"), and CSI East, Inc., a Delaware corporation ("Assignee") entered into an Asset Purchase and Sale Agreement (the "Agreement"); and

WHEREAS, under the Agreement, Assignee has agreed to purchase certain assets of Assignor related to its division Cosmolab, Inc., which is engaged in the manufacture, distribution, marketing and sale of certain color cosmetic products to cosmetic marketers (the "Business"), subject to certain liabilities assumed by Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor listed in Schedule A (collectively, the "Marks"); and

WHEREAS, in the United States, the Assignor owns all right, title and interest in and to the United States patents and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Patents"); and

WHEREAS, to the best of its knowledge, Assignor is the owner of all right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights used primarily in, or related primarily to, the Business (collectively, the "Common Law Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Marks, Patents and Common Law Assets (together, the "ASSETS").

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor agrees as follows:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment had not been made.

2. The Assignor hereby agrees to execute any documents reasonably required to effect this Assignment and to cooperate with the Assignee, at Assignee's expense, to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

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SCHEDULE A**1. Granted Patents**

Matter	Country	Inventor	Patent No.	Issued	Title	Status	Owner
30001	USA	Weischoff et al	D368,553	4/02/96	Cosmetic Marker Plasticized High Water Content Cosmetic Gel	Issued	Sanford, L.P.
30002	USA	Cunningham et al	5753243	5/19/98	Composition and Process Therefor Temperature- Stable Polyamide Resin-Based	Issued	Sanford, L.P.

2. Trademarks

Matter	Country	Mark	Class	Reg. No.	Reg. Date	Status	Owner
60000	USA	COSMOLAB	3	1045707	8/10/76	Active	Sanford, L.P.
60002	USA	COSMO	3	1045202	8/03/76	Active	Sanford, L.P.
60003	USA	MONA LISA	16	406073	3/07/44	Active	Sanford, L.P.
60004	USA	PROMISE	3	749521	5/14/63	Active	Sanford, L.P.

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