

R:

11-28-2003

6903

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102582577

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): Credit Suisse First Boston 11 Madison Avenue New York, NY 10017 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Jafra Cosmetics International, Inc. Internal Address: Street Address: 2451 Townsgate Road City: Westlake Villiage State: CA Zip: 91361 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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 RELEASE OF SECURITY INTEREST Execution Date: May 20, 03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Penelope Agodoa Internal Address: Federal Research Corporation Street Address: 1030 Fifteenth Street, N.W. City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 30 7. Total fee (37 CFR 3.41): \$ 765.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (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. Bruce Harris Swenson Name of Person Signing Signature Date 6/2/03

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

06/10/2003 6TON11 00000023 2021127

01 FC:8521 40.00 OP 02 FC:8522 725.00 OP

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

TRADEMARK REEL: 002756 FRAME: 0004

## US TRADEMARK REGISTRATIONS

U.S. Trademark	Registration No.	Registration Date
ADORISSE	2021127	03-DEC-96
BELLE CLASSIQUE	1760542	23-MAR-93
BIOLOGICALLY EFFECTIVE SKINCARE	1597042	22-MAY-90
EAU D'AROMES	1975243	21-MAY-96
FLEURS CLASSIQUE	1760541	23-MAR-93
JAFRA	1269604	13-MAR-84
JAFRA	677471	21-APR-59
JAFRA COSMETICS INTERNATIONAL	2046002	18-MAR-97
JAFRA INTIMA	1924696	03-OCT-95
JF9	2095901	09-SEP-97
OPTIMEYES	2111401	04-NOV-97
ORIENTAL CLASSIQUE	1790911	31-AUG-93
PRECIOUS PROTEIN	1632839	29-JAN-91
REDISCOVER	1918674	12-SEPT-95
RISQUE (STYLIZED)	1721032	29-SEPT-92
SOOTHING RETREAT	2111326	04-NOV-97
TIME PROTECTOR	1709095	18-AUG-92
TRANQUIL SEAS	2111327	04-NOV-97
WHITE SOUFFLE	1445817	07-JUL-87

US TRADEMARK APPLICATIONS

<u>U.S. Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
ALWAYS COLOR	75/341106	14-AUG-97
CHOSEN	75/353720	14-AUG-97
CHOSEN	75/341107	14-AUG-97
EPIC	75/394175	21-NOV-97
FM (STYLIZED) FORCE MAGNETIQUE	74/340837	14-AUG-97
FOR ALL THE WOMEN YOU ARE	74/570240	06-SEP-94
FRESH AWAKENINGS	75/091861	22-APR-96
JOIE DE VIVRE	75/394165	21-NOV-97
LE MOIRE	75/259957	19-MAR-97
LE MOIRE	75/260053	19-MAR-97
TIME CORRECTOR	75/351422	14-AUG-97

STATE TRADEMARK REGISTRATIONS

<u>State</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
California	JAFRA	38,890	11-OCT-57

**PAYOFF AND LIEN RELEASE AGREEMENT**

Reference is made to Credit Agreement dated as April 30, 1998, as amended (the "Credit Agreement"), among JAFRA COSMETICS INTERNATIONAL, INC. (formerly named CDRJ Acquisition Corporation) ("*JCI*"), JAFRA COSMETICS INTERNATIONAL, S.A. DE C.V. (together with JCI, the "*Borrowers*"), CDRJ INVESTMENTS (LUX) S.A., the Lenders a party thereto and CREDIT SUISSE FIRST BOSTON, as administrative agent (in such capacity, the "*Administrative Agent*") and collateral agent (in such capacity, the "*Collateral Agent*") for the Lenders. Capitalized terms used but not defined herein have the meanings given in the Credit Agreement.

1. **Acknowledgment of Receipt of Payoff Amount.** CSFB, in its capacity as Administrative Agent under the Credit Agreement (the "Administrative Agent"), hereby acknowledges receipt of \$7,442,891.81 (the "Payoff Amount"), in the form of a wire transfer of freely and immediately available funds made to CSFB, ABA No. 021000018, Acct. No. 8900492627, reference Jafra. The Payoff Amount has been calculated assuming payment on May 20, 2003 (the "Payoff Date") and consists of the following amounts:

Principal under the Credit Agreement	\$ 7,375,000.00
Interest under the Credit Agreement	\$ 30,088.98
Commitment Fees under the Credit Agreement	\$ 32,107.42
L/C Participation Fees under the Credit Agreement	\$ 4,563.36
L/C Fee Euro 979.45 @ \$1.1558	\$ 1,132.05
<b>Total</b>	<b>\$ <u>7,442,891.81</u></b>

Amounts set forth above assume that the Borrower will pay all the outstanding Loans, interest, fees and any other amounts due under or related to the Credit Agreement on the Payoff Date. The amounts set forth above do not include any amounts that may be payable under Section 2.16 of the Credit Agreement, which the Borrower agrees to pay promptly upon receipt of a request therefor.

2. **No Other Outstanding Obligations.** (a) The Administrative Agent hereby acknowledges that, upon receipt of the Payoff Amount and the issuance of backstop letters of credit by CSFB in favor of City National Bank with respect to the (i) letter of credit in the amount of \$50,000 issued by City National Bank on behalf of Jafra Cosmetics S.R.L. in favor of CitiBank N.A. Argentina and confirmed by CitiBank N.A., New York, expiring August 1, 2003, (ii) letter of credit in the amount of EUR400,000

issued by City National Bank on behalf of Jafra Cosmetics International, Inc. in favor of Deutsche Bank A.G. with a current expiry date of June 30, 2003 and a term out clause to a final expiry date of November 30, 2005 and (iii) letter of credit in the amount of \$2,000,000 issued by City National Bank on behalf of Jafra Cosmetics International, S.A. de C.V. in favor of ARI Fleet Services, S.A. de C.V. with a current expiry date of August 18, 2003 and a term out clause to a final expiry date of April 30, 2004, all monetary Obligations due or outstanding on the Payoff Date and due to have been paid by the Loan Parties under the Loan Documents have been paid in full.

(b) The Borrower hereby confirms that as of the Payoff Date, there are no obligations under any Hedging Agreements.

3. Release of Liens and Security Interests. CSFB, in its capacity as Collateral Agent, hereby releases the liens and security interests held by it with respect to any of the Obligations granted under or pursuant to the Security Documents, subject to the receipt of the Payoff Amount.

4. Delivery of Documents. In connection with the Administrative Agent's receipt of the Payoff Amount and the release of the liens and security interests referred to above, the Collateral Agent at the instruction and expense of the Borrower will deliver to the Borrower (without recourse, representation or warranty) (a) UCC termination statements signed by the Collateral Agent in respect of such outstanding UCC financing statements and (b) any certificate or other document or instrument representing Collateral that is in the possession of the Collateral Agent.

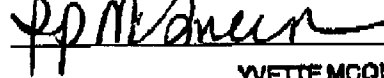
5. Further Assurances. At any time and from time to time, upon the request and at the expense of the Borrower, the Collateral Agent will execute and deliver any and all further instruments and documents and take such further action as the Borrower may reasonably request to effectuate, or reflect of public record, the release of the security interests and liens referred to in paragraph 3 above.

6. Acknowledgment. The Borrower has executed this Payoff and Lien Release agreement to confirm its agreement to the terms and conditions hereof and to agree that all the Commitments under the Credit Agreement have been terminated upon the delivery of the Payoff Amount to the Administrative Agent, and that except as expressly set forth herein, there shall be no further obligations under or in respect of the Loan Documents by any person to any Loan Party under the Credit Agreement.

7. General. This Payoff and Lien Release Agreement may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart of this Payoff and Lien Release Agreement by telecopy shall be equally as effective as delivery of an original executed counterpart of this Payoff and Lien Release Agreement. **THIS PAYOFF AND LIEN RELEASE AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

IN WITNESS WHEREOF, each of the undersigned has executed this Payoff and Lien Release Agreement as of this 20th day of May, 2003.

CREDIT SUISSE FIRST BOSTON, acting though its Cayman Islands branch, as Administrative Agent,

by 

Name: YVETTE MCQUEEN  
Title: ASSISTANT VICE PRESIDENT


by 

Name: KARL M STUDER  
Title: DIRECTOR

CREDIT SUISSE FIRST BOSTON, acting though its Cayman Islands branch, as Collateral Agent,

by 

Name: Jay Chall  
Title: Director

by 

Name: KARL M STUDER  
Title: DIRECTOR

Acknowledged and Agreed to:

JAFRA COSMETICS INTERNATIONAL, INC. (f/k/a CDRJ ACQUISITION CORPORATION), as Borrower,

by \_\_\_\_\_

Name:  
Title:

JAFRA COSMETICS INTERNATIONAL, S.A. DE C.V., as Borrower,

by \_\_\_\_\_

Name:  
Title:

[[22661.58]]

IN WITNESS WHEREOF, each of the undersigned has executed this Payoff and Lien Release Agreement as of this 20th day of May, 2003.

CREDIT SUISSE FIRST BOSTON, acting though its Cayman Islands branch, as Administrative Agent,

by \_\_\_\_\_

Name:  
Title:

by \_\_\_\_\_

Name:  
Title:

CREDIT SUISSE FIRST BOSTON, acting though its Cayman Islands branch, as Collateral Agent,

by \_\_\_\_\_

Name:  
Title:

by \_\_\_\_\_

Name:  
Title:


Acknowledged and Agreed to:

JAFRA COSMETICS INTERNATIONAL, INC. (f/k/a CDRJ ACQUISITION CORPORATION), as Borrower,

by  \_\_\_\_\_

Name: **Ralph S. Mason III**  
Title: **Executive Vice President**

JAFRA COSMETICS INTERNATIONAL, S.A. DE C.V., as Borrower,

by  \_\_\_\_\_

Name: **Ralph S. Mason III**  
Title: **Executive Vice President**

[2266158]