

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lander Co., Inc.		11/15/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Prencen Lending LLC
<b>Street Address:</b>	623 Fifth Avenue
<b>Internal Address:</b>	32nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	2448014	AGAINST CRUELTY
Registration Number:	2643973	APRICOT-WAVE
Registration Number:	2684353	BEACH BERRY
Registration Number:	1089523	BLACK ORCHID
Registration Number:	2735005	CORAL SPRINGS
Registration Number:	2453370	CORAL SPRINGS NATURAL COLLECTION
Registration Number:	2465361	COSMIC CHERRY
Registration Number:	2452700	
Registration Number:	2394831	
Registration Number:	2367832	
Registration Number:	1987334	
Registration Number:	2298326	
Registration Number:	910729	DIXIE PEACH

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Registration Number:	840145	DOROTHY REED
Registration Number:	2750861	HOLLYWOOD PUNCH
Registration Number:	2524771	ICICLES
Registration Number:	2666317	ISLAND BOUQUET
Registration Number:	1989751	KIDDIE
Registration Number:	2813298	KIDS CLUB
Registration Number:	869475	LANDER
Registration Number:	872459	LANDER
Registration Number:	650237	LANDER
Registration Number:	1107685	LANDER
Registration Number:	1623203	LANDER
Registration Number:	1621962	LANDER
Registration Number:	2232073	LANDER
Registration Number:	1833100	LANDER
Registration Number:	1682578	LANDER
Registration Number:	2467685	LANDER NATURALS
Registration Number:	2541861	LILACS & ROSES
Registration Number:	2465362	ORBITING ORANGE
Registration Number:	2556493	THE PLACE FOR OUT OF THIS WORLD FUN
Registration Number:	1843464	POLAR ICE
Registration Number:	2476418	SILKY HEAT
Registration Number:	2308101	SOUR GREEN APPLE
Registration Number:	2517112	SURFIN' STRAWBERRY
Registration Number:	2847649	VIENNA SPRINGS NATURALS
Registration Number:	2517111	WATERMELON WAVES
Serial Number:	76598830	AMERICA'S HEALTH & BEAUTY CARE COMPANY
Serial Number:	76598786	LANDERX

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 756-2264  
Email: marc.wytenbach@srz.com  
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ATTORNEY DOCKET NUMBER:	089253/0010
NAME OF SUBMITTER:	Marc A. Wyttenbach
Signature:	/beb for mw/
Date:	11/28/2005
Total Attachments: 4 source=landertmassign#page1.tif source=landertmassign#page2.tif source=landertmassign#page3.tif source=landertmassign#page4.tif	

## ASSIGNMENT FOR SECURITY

### TRADEMARKS

WHEREAS, Lander Co., Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of November 15, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Prencen Lending LLC, as Agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 15, 2005.

LANDER CO., INC.

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

Name: Joseph A. Fabetti  
Title: President and CEO

STATE OF New York

COUNTY OF New York

ss.:

On this 15<sup>th</sup> day of November, 2005, before me personally came Joseph A. Fahrenj, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President & CEO of Lauder Co., Inc., a \_\_\_\_\_, and that s/he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



**MICHAEL S. BETTS**  
Notary Public, State of New York  
No. 01BE6099798  
Qualified in New York County  
Commission Expires Nov. 6, 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

<b>Mark</b>	<b>Reg. No. / App. No.</b>	<b>App. Date</b>	<b>Reg. Date</b>
AGAINST CRUELTY AND DESIGN OF	2448014	05/30/1996	05/01/2001
APRICOT-WAVE	2643973	09/29/2000	10/29/2002
BEACH BERRY	2684353	09/29/2000	02/04/2003
BLACK ORCHID (SCRIPT)	1089523	09/16/1977	04/18/1978
CORAL SPRINGS	2735005	10/20/1998	07/08/2003
CORAL SPRINGS NATURAL COLLECTIONS	2453370	03/29/1996	05/22/2001
COSMIC CHERRY	2465361	01/19/2000	07/03/2001
DESIGN OF BOTTLE (FISH)	2452700	11/04/1999	05/22/2001
DESIGN OF BOTTLE (FISH)	2394831	12/11/1998	10/17/2000
DESIGN OF PINEAPPLE, STRAWBERRY	2367832	12/09/1998	07/18/2000
DESIGN OF THREE STRIPES	1987334	09/21/1995	07/16/1996
DESIGN OF THREE STRIPES	2298326	01/21/1999	12/07/1999
DIXIE PEACH	910729	03/09/1970	03/30/1991
DOROTHY REED	840145	08/17/1966	12/05/1987
HOLLYWOOD PUNCH	2750861	09/29/2000	08/12/2003
ICICLES	2524771	11/07/2000	01/01/2002
ISLAND BOUQUET	2666317	02/20/2002	12/24/2002
KIDDIE	1989751	04/18/1995	07/30/1996
KIDS CLUB	2813298	11/19/1999	02/10/2004
LANDER	869475	05/06/1968	05/13/1989
LANDER	872459	05/06/1968	07/08/1989
LANDER	650237	08/17/1956	08/13/1977
LANDER	1107685	02/13/1978	12/05/1978
LANDER	1623203	06/05/1989	11/20/1990
LANDER	1621962	06/05/1989	11/13/1990
LANDER	2232073	01/23/1998	03/16/1999
LANDER	1833100	03/24/1993	04/26/2004
LANDER	1682578	07/26/1990	04/14/1992
LANDER NATURALS AND DESIGN	2467685	05/16/2000	07/10/2001
LILACS AND ROSES	2541861	09/02/1999	02/19/2002
ORBITING ORANGE	2465362	01/19/2000	07/03/2001
PLACE FOR OUT OF THIS WORLD FU	2556493	01/21/1999	04/02/2002
POLAR ICE	1843464	03/22/1993	07/05/2004
SILKY HEAT	2476418	06/15/1999	08/07/2001
SOUR GREEN APPLE	2308101	11/25/1998	01/11/2000
SURFIN' STRAWBERRY	2517112	12/14/2000	12/11/2001
VIENNA SPRINGS NATURALS	2847649	08/17/1999	06/01/2004
WATERMELON WAVES	2517111	12/14/2000	12/11/2001
AMERICA'S HEALTH & BEAUTY CARE	3005186	06/23/2004	10/04/2005
LANDERX (STYLIZED)	76/598786	06/21/2004	