

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses to that certain Financing Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stila Corp.		08/08/2006	CORPORATION: DELAWARE
Stila International, Inc.		08/08/2006	CORPORATION: DELAWARE
Stila UK Limited		08/08/2006	private limited company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	505 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77085974	MOTHER ME

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: V. Craig Belair
 Address Line 1: 2001 Ross Avenue; Suite 3000
 Address Line 2: Patton Boggs LLP
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	024198.0109
NAME OF SUBMITTER:	V. Craig Belair

TRADEMARK

OP \$40.00 77085974

Signature:	/V. Craig Belair/
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Date:	02/13/2009
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Total Attachments: 42

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**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of this 8th day of August, 2006, by STILA CORP., a Delaware corporation, with its principal place of business at 2801 Hyperion Avenue (Studios 102, 103 and 104), Los Angeles, CA ("Stila"), STILA INTERNATIONAL, INC., a Delaware corporation, with its principal place of business at 2801 Hyperion Avenue (Studios 102, 103 and 104), Los Angeles, CA ("Stila International"), and STILA UK LIMITED, a private limited company organized under the laws of England and Wales, with its principal place of business at 2801 Hyperion Avenue (Studios 102, 103 and 104), Los Angeles, CA ("Stila UK"), together with Stila and Stila International, individually and collectively, as the situation may so require, herein "Grantor", in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, with offices at 505 Fifth Avenue, New York, New York 10017, as agent ("Agent") on behalf of the lenders (the "Lenders") party to that certain Financing Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Financing Agreement") among Agent, the Lenders and Grantor.

WITNESSETH:

WHEREAS, Grantor acknowledges that the extensions of credit and other financial accommodations contemplated by the Financing Agreement will inure to the benefit of Grantor and it is in the direct interest and to the advantage of Grantor that it execute and deliver this Agreement; and

WHEREAS, the Financing Agreement provides, among other things, (i) for Agent, on behalf of the Lenders, to make certain loans, advances and extensions of credit, all to or for the account of the Companies and (ii) for the grant by the Grantor to Agent, for the benefit of the Lenders, of a security interest in certain of the Grantor's assets including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or copyrights, copyright applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth herein.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

2. Grant of Security Interest. To secure the payment of the Obligations, each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest, effective immediately, in all of each of the Grantor's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

(a) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the

patents and patent applications, if any, listed on Schedule A attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(b) Trademarks, trademark registrations and/or applications and tradenames and service marks including, without limitation, the trademark registrations and applications listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(c) Copyrights and copyright applications, and the literary property described and claimed therein, including, without limitation, those copyrights and copyright applications listed on Schedule C attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyright Collateral");

(d) Any license agreement in which the Grantor is or becomes licensed to use any patents and/or trademarks and/or copyrights owned by a third party including, without limitation, the license agreements listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(e) The goodwill of the Grantor's business connected with and symbolized by the Intellectual Property Collateral; and

(f) All cash and non-cash proceeds of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include, and Grantor shall not be deemed to have granted a lien or security interest hereunder in, any Patent Collateral, Trademark Collateral, Copyright Collateral or License Collateral that is excluded from the definition of "Collateral" pursuant to the provisos to such definition contained in the Financing Agreement.

3. Agent's Rights. Upon the occurrence and during the continuance of any Event of Default hereunder, Agent, for the benefit of the Lenders, shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give Stila reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of Stila set forth above at least ten (10) days before the date of

such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent, for the benefit of the Lenders, upon the occurrence and during the continuance of any Event of Default hereunder, Agent, for the benefit of the Lenders, shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by each Grantor to Agent, for the benefit of the Lenders, concurrently with this Agreement to enable such rights to be carried out. Each Grantor agrees that, in the event Agent, for the benefit of the Lenders, exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from Agent to the Grantor, the Grantor shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, the Grantor shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom, provided, however, that from and after the occurrence of an Event of Default and the exercise by Agent of the rights provided by this Agreement, such rights shall be revoked and the right of the Grantor to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent, for the benefit of the Lenders, or their transferee(s) shall be entitled to all of each Grantor's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. The Grantor will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. Representations and Warranties. Each Grantor represents and warrants to Agent, for the benefit of the Lenders, that except as permitted in the Financing Agreement: (a) the Grantor lawfully possesses, owns or has the right to use, as applicable, the Intellectual Property Collateral; (b) except for the security interest granted hereby and liens of the type set forth in the definition of Permitted Encumbrances, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; (c) other than with respect to liens and security interests which will be terminated on the Closing Date, no Grantor has made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; (d) the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and (e) there are no known infringements of any Intellectual Property Collateral owned by the Grantor.

6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent, for the benefit of the Lenders, in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due Agent in such order as Agent may elect; and the balance, if any, shall be paid to the Grantor or as a court of competent jurisdiction may direct.

7. Defense of Claims. The Grantor will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent, on behalf of the Lenders, therein. The Grantor agrees to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.

8. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that Agent or any Lender has under the Financing Agreement. Each Grantor agrees to execute and deliver to Agent (at the Grantor's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

10. CHOICE OF LAW. EACH GRANTOR AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT, TOGETHER WITH THE FINANCING AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF THE GRANTOR AND AGENT, ON BEHALF OF THE LENDERS, WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE GRANTOR, AGENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. EACH GRANTOR AND AGENT, ON BEHALF OF THE LENDERS, EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.

11. Events of Default. Any Event of Default under the Financing Agreement shall constitute an Event of Default under this Agreement.

12. Notices. Each Grantor covenants and agrees that, with respect to the Intellectual Property Collateral, the Grantor will give Agent written notice in the manner provided in Section 12.6 of the Financing Agreement of (a) any material claim made in writing by a third party that the Grantor has infringed on the rights of a third party, (b) any material suspected infringement by a third party on the rights of the Grantor, or (c) any Intellectual Property Collateral created, arising or acquired by the Grantor after the date hereof.

13. Further Assurances. Each Grantor will take any such action as Agent, on behalf of the Lenders, may reasonably require to further confirm or protect Agent's and the Lenders' rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, each Grantor hereby grants to Agent, on behalf of the Lenders, a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in each Grantor's behalf required to effectuate the terms, provisions and conditions of this Agreement.

14. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full and final payment of all Obligations of the Grantor thereunder. Upon the Grantor's request, Agent, on behalf of the Lenders, shall within a reasonable time after any such termination execute and deliver to the Grantor (at the Grantor's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.


[Signature Page Follows]

Signature Page to Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses

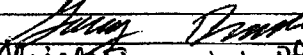
IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

GRANTOR:


STILA CORP., a Delaware corporation

By: 
Its: Chief Financial Officer,
Treasurer and Secretary

STILA INTERNATIONAL, INC., a
Delaware corporation

By: 
Its: Chief Financial Officer,
Treasurer and Secretary

STILA UK LIMITED, a private limited
company organized under the laws of
England and Wales

By: 
Its: Director

Signature Page to Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses

Agreed to and accepted this 8th day of
August, 2006:

**THE CIT GROUP/BUSINESS CREDIT,
INC.**, a New York corporation, as Agent

By: _____

Its: _____

IRREVOCABLE POWER OF ATTORNEY

STILA CORP., a Delaware corporation, with offices at 2801 Hyperion Avenue (Studios 102, 103 and 104), Los Angeles, CA ("Stila"), STILA INTERNATIONAL, INC., a Delaware corporation, with its principal place of business at 2801 Hyperion Avenue (Studios 102, 103 and 104), Los Angeles, CA ("Stila International"), and STILA UK LIMITED, a private limited company organized under the laws of England and Wales, with its principal place of business at 2801 Hyperion Avenue (Studios 102, 103 and 104), Los Angeles, CA ("Stila UK", together with Stila and Stila International, individually and collectively, as the situation may so require, herein "Grantor"), hereby grants to THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, with offices at 505 Fifth Avenue, New York, New York 10017, as agent ("Agent") on behalf of the lenders (the "Lenders") party to that certain Financing Agreement dated as of August 8, 2006 ("Financing Agreement") among Grantor, Agent and the Lenders, the exclusive Irrevocable Power of Attorney to transfer to Agent or to any designee of Agent, for the benefit of the Lenders, all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses dated as of the date hereof by Grantor in favor of Agent, on behalf of the Lenders (the "Agreement") including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or copyrights, copyright applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Grantor's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

(a) The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of Grantor to Agent and the Lenders are outstanding under the Financing Agreement;

(b) The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph (a) hereinabove;

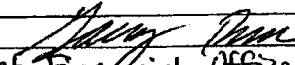
(c) The Power of Attorney granted herein shall only be exercisable by Agent, for the benefit of the Lenders, after the occurrence and during the continuance of an Event of Default under the Agreement; and

(d) The waiver by Agent, on behalf of the Lenders, of any particular Event of Default under the Agreement shall have no force or effect unless made in accordance with the Financing Agreement described therein. Even then, such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

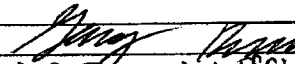
IN WITNESS WHEREOF, each Grantor has caused this Power of Attorney to be executed as of the 8th day of August, 2006.

Signature Page to Irrevocable Power of Attorney

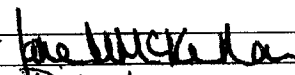
STILA CORP., a Delaware corporation

By: 
Its: Chief Financial Officer,
Treasurer and Secretary

STILA INTERNATIONAL, INC., a
Delaware corporation

By: 
Its: Chief Financial Officer,
Treasurer and Secretary

STILA UK LIMITED, a private limited
company organized under the laws of
England and Wales

By: 
Its: Director

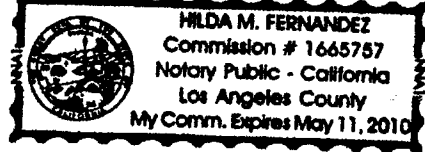
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On AUGUST 4, 2006, before me, the undersigned, a notary public and for said State, personally appeared, JANE McKELLAR, and acknowledged to me that he/she executed such instrument and power of attorney on behalf of such corporation in their capacity as DIRECTOR of Stila UK Limited, a company incorporated under in England and Wales, pursuant to authority granted by the Board of Directors of such corporation, as its free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Hilda M. Fernandez



Notary Public
Commission

Expires: May 11th 2010

Stila UK Limited Power of Attorney

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On AUGUST 4, 2006, before me, the undersigned, a notary public and for said State, personally appeared, GARY Brookshire, and acknowledged to me that he/she executed such instrument and power of attorney on behalf of such corporation in their capacity as SECRETARY/CP of Stila International Inc., a Delaware corporation, pursuant to authority granted by the Board of Directors of such corporation, as its free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Hilda M. Fernandez

Expires: MAY 11th 2010



Notary Public
Commission

Stila International Inc. Power of Attorney

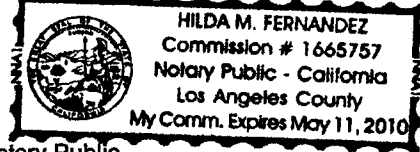
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On August 4, 2006, before me, the undersigned, a notary public and for said State, personally appeared, GARY BROOKSHIRE, and acknowledged to me that he/she executed such instrument and power of attorney on behalf of such corporation in their capacity as SECRETARY of Stila Corp., a Delaware corporation, pursuant to authority granted by the Board of Directors of such corporation, as its free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Hilda M. Fernandez



Notary Public
Commission

Expires: MAY 11th 2010

Stila Corp. Power of Attorney

SCHEDULE A

PATENTS

Grant Party	Title	Issue Date	Pub. Number	Country	Status
Stila International, Inc.	Two-Part Container	07-Mar-2001	0790942	EP	Granted
Stila International, Inc.	Two-Part Container	17-Mar-2000	3046845	JP	Granted
Stila Corp.	Two-Part Container	04-Feb-1997	5598929	US	Granted
Stila International, Inc.	Two-Part Container	07-Mar-2001	0790942	IT	Granted
Stila U.K. Limited	Two-Part Container	07-Mar-2001	0790942	GB	Granted
Stila Corp.	Cosmetic Dispensing Machine	02-Sep-2003	D479275	US	Granted
Stila International, Inc.	Cosmetic Dispensing Machine	30-May-2003	100951	CA	Granted
Stila International, Inc.	Cosmetic Dispensing Machine	28-Feb-2003	026351	FR	Granted
Stila U.K. Limited	Cosmetic Dispensing Machine	11-Feb-2003	3007937	GB	Granted
Stila International, Inc.	Cosmetic Dispensing Machine	20-Jun-2003	1181996	JP	Granted
Stila International, Inc.	Cosmetic Dispensing Machine	24-Jun-2003	0327905	KR	Granted

SCHEDULE B
TRADEMARKS

Creditor	Trademark	App. Number	Reg. Number	Country
Stila International, Inc.	4-PAN (Katakana)	51995/1998	4349397	Japan
Stila International, Inc.	9-PAN (Katakana)	51994/1998	4349396	Japan
Stila International, Inc.	ALL OVER SHIMMER	809415	809415	Australia
Stila International, Inc.	ALL OVER SHIMMER	1031660	562721	Canada
Stila International, Inc.	ALL OVER SHIMMER	99/3567	215102	Ireland
Stila International, Inc.	ALL OVER SHIMMER	157299/1997	4209421	Japan
Stila Corp.	ALL OVER SHIMMER	75/278,544	2257678	United States of America
Stila International, Inc.	ALL OVER SHIMMER NEW STARS DESIGN	94025018		Taiwan
Stila International, Inc.	ALL OVER SHIMMER New Stars Design w/ STILA	4438321		European Community
Stila International, Inc.	ALL OVER SHIMMER New Stars Design w/ STILA	43840/2005		Japan
Stila Corp.	ALL OVER SHIMMER New Stars Design w/ STILA	78/628,857		United States of America
Stila International, Inc.	ALL OVER SHIMMER w/ STILA	3868163	3868163	European Community
Stila International, Inc.	ALL OVER SHIMMER w/ STILA	4438/2000	7363/2002	Hong Kong
Stila International, Inc.	ALL OVER SHIMMER w/ STILA	2000-43590	527621	Korea, Republic of
Stila International, Inc.	ALL OVER SHIMMER w/ STILA	99-07230	347016	Sweden
Stila U.K. Limited	ALL OVER SHIMMER w/ STILA	2213243	2213243	United Kingdom
Stila International, Inc.	ANGEL LIGHT	75121/2001	4837568	Japan
Stila International, Inc.	ANGEL LIGHT	90036014	1018175	Taiwan
Stila International, Inc.	ANGEL LIGHT w/STILA	40-200136038	535820	Korea, Republic of
Stila International, Inc.	ANGEL LIGHT w/STILA	466976	Kor163034	Thailand
Stila Corp.	AQUA FLAUNT	76/056,876	2583382	United States of America
Stila International, Inc.	BALANCING FLUID	5300/2004	4804171	Japan
Stila Corp.	BEAUTY ABC'S	75/565,000	2,360,804	United States of America
Stila International, Inc.	BODY VISOR	867749	867749	Australia
Stila International, Inc.	BODY VISOR	1093631		Canada
Stila International, Inc.	BODY VISOR	2 109 882	2 109 882	European Community
Stila International, Inc.	BODY VISOR	4910/2001	B5692/2002	Hong Kong
Stila International, Inc.	BODY VISOR	402001-8052	525455	Korea, Republic of
Stila International, Inc.	BODY VISOR	T01/13601F	T01/13601F	Singapore
Stila International, Inc.	BODY VISOR	02209/2001	488253	Switzerland
Stila International, Inc.	BODY VISOR	90010839	1018126	Taiwan
Stila Corp.	BOUQUET DU JOUR	78/121,024	2783228	United States of America
Stila International, Inc.	BROW POLISH	960359	960359	Australia
Stila International, Inc.	BROW POLISH	1181952	622754	Canada
Stila Corp.	BROW POLISH	78/244,873	2931819	United States of America
Stila International, Inc.	BROW POLISH W/STILA	3 258 704		European

Grant Party	Trademarks	Appl. Number	Reg. Number	Countries
				Community
Stila International, Inc.	BROW POLISH W/STILA	402003-30438	598421	Korea, Republic of
Stila International, Inc.	BROW POLISH W/STILA		1090120	Taiwan
Stila International, Inc.	BROW POLISH W/STILA & KATAKANA	76905/2004	4855736	Japan
Stila Corp.	CLEAR COLOR	76/196,196	2727762	United States of America
Stila International, Inc.	CLEAR COLOR w/ STILA	1089982	574918	Canada
Stila International, Inc.	COLOR BUBBLE	867747	867747	Australia
Stila International, Inc.	COLOR BUBBLE	2 108 504	2 108 504	European Community
Stila International, Inc.	COLOR BUBBLE	4712/2001	B6703/2003	Hong Kong
Stila International, Inc.	COLOR BUBBLE	90010840	1018127	Taiwan
Stila International, Inc.	COLOR BUBBLE w/ STILA	40-2001-8458	525453	Korea, Republic of
Stila International, Inc.	COLOR BUBBLE w/ STILA (w/ Katakana)	19886/2001	4547849	Japan
Stila International, Inc.	COLOR COURIER	833485	833485	Australia
Stila International, Inc.	COLOR COURIER	822704102		Brazil
Stila International, Inc.	COLOR COURIER	1057228	569176	Canada
Stila International, Inc.	COLOR COURIER	1 668 193	1 668 193	European Community
Stila International, Inc.	COLOR COURIER	11333/2000	7971/2001	Hong Kong
Stila International, Inc.	COLOR COURIER	2000-21021	503873	Korea, Republic of
Stila International, Inc.	COLOR COURIER	2000/06082	2000-06082	Malaysia
Stila International, Inc.	COLOR COURIER	447849	677628	Mexico
Stila International, Inc.	COLOR COURIER	7312/00	T00/07312F	Singapore
Stila International, Inc.	COLOR COURIER	05240/2000	477833	Switzerland
Stila International, Inc.	COLOR COURIER	89027263	959313	Taiwan
Stila International, Inc.	COLOR COURIER	418597	Kor140184	Thailand
Stila International, Inc.	COLOR COURIER	36297	26628	United Arab Emirates
Stila Corp.	COLOR COURIER	75/943,772	2518626	United States of America
Stila International, Inc.	COLOR COURIER w/ STILA (w/ Katakana)	136137	4526412	Japan
Stila International, Inc.	COLOR PUSH-UPS	833484	833484	Australia
Stila International, Inc.	COLOR PUSH-UPS	1057227	659173	Canada
Stila International, Inc.	COLOR PUSH-UPS	11102/2000	10336/2001	Hong Kong
Stila International, Inc.	COLOR PUSH-UPS	2000-21020	503874	Korea, Republic of
Stila International, Inc.	COLOR PUSH-UPS	2000/06083	2000-06083	Malaysia
Stila International, Inc.	COLOR PUSH-UPS	447848	677627	Mexico
Stila International, Inc.	COLOR PUSH-UPS	T00/07313D	T00/07313D	Singapore
Stila International, Inc.	COLOR PUSH-UPS	05239/2000	477832	Switzerland
Stila International, Inc.	COLOR PUSH-UPS	89027260	959312	Taiwan
Stila International, Inc.	COLOR PUSH-UPS	36296	26627	United Arab Emirates
Stila Corp.	COLOR PUSH-UPS	75/922,137	2483725	United States of America
Stila International, Inc.	COLOR PUSH-UPS (Katakana)	49627/2000	4473656	Japan
Stila International, Inc.	CONFECTIONS	965856	956586	Australia

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Stila International, Inc.	CONFECTIONS	1186513	623000	Canada
Stila International, Inc.	CONFECTIONS	3 308 749	3308749	European Community
Stila International, Inc.	CONFECTIONS	40200336536	603161	Korea, Republic of
Stila International, Inc.	CONVERTIBLE COLOR	809426	809426	Australia
Stila International, Inc.	CONVERTIBLE COLOR	1031653	552527	Canada
Stila International, Inc.	CONVERTIBLE COLOR	3 449 295	3449295	European Community
Stila International, Inc.	CONVERTIBLE COLOR	99 816 706	99 816 706	France
Stila International, Inc.	CONVERTIBLE COLOR	15257/99	B15658/2002	Hong Kong
Stila International, Inc.	CONVERTIBLE COLOR	99/3574	216545	Ireland
Stila Corp.	CONVERTIBLE COLOR	75/545,462	2358591	United States of America
Stila International, Inc.	CONVERTIBLE COLOR & DESIGN w/ STILA	1031850	555850	Canada
Stila International, Inc.	CONVERTIBLE COLOR & DESIGN w/ STILA	99 826 455	99 826 455	France
Stila International, Inc.	CONVERTIBLE COLOR & DESIGN w/ STILA	15882/99	2205/2002	Hong Kong
Stila International, Inc.	CONVERTIBLE COLOR & DESIGN w/ STILA	99/3578	215143	Ireland
Stila International, Inc.	CONVERTIBLE COLOR & DESIGN w/ STILA	40-199940046	480845	Korea, Republic of
Stila International, Inc.	CONVERTIBLE COLOR & DESIGN w/ STILA	99-07227	347 881	Sweden
Stila U.K. Limited	CONVERTIBLE COLOR & DESIGN w/ STILA	2210586	2210586	United Kingdom
Stila Corp.	CONVERTIBLE COLOR & DESIGN w/ STILA	75/681,694	2613036	United States of America
Stila International, Inc.	CONVERTIBLE COLOR w/ STILA	40-199941993	480849	Korea, Republic of
Stila International, Inc.	CONVERTIBLE COLOR w/ STILA	99-07235	347 882	Sweden
Stila U.K. Limited	CONVERTIBLE COLOR w/ STILA	2213241	2213241	United Kingdom
Stila International, Inc.	CONVERTIBLE COLOR w/Katakana	78315/1998	4424204	Japan
Stila International, Inc.	CONVERTIBLE COLOUR & DESIGN w/ STILA	809427	809427	Australia
Stila Corp.	CONVERTIBLE LASH + LINE	78/214,493	2846840	United States of America
Stila International, Inc.	CONVERTIBLE LIP COLOR	1106662	583373	Canada
Stila Corp.	CONVERTIBLE LIP COLOR	78/069,116	2738986	United States of America
Stila International, Inc.	CREME BOUQUET	901145	901145	Australia
Stila International, Inc.	CREME BOUQUET	1128791	610703	Canada
Stila International, Inc.	CREME BOUQUET	2 547 586	2 547 586	European Community
Stila Corp.	CREME BOUQUET	76/339,947	2800953	United States of America
Stila International, Inc.	CREME BOUQUET w/STILA	5429/2002	4634945	Japan
Stila International, Inc.	CREME BOUQUET w/STILA	40-2002-4129	553528	Korea, Republic of
Stila International, Inc.	CREME BOUQUET w/STILA	92007929	1085375	Taiwan
Stila International, Inc.	DESIGN (ALL OVER SHIMMER	809411	809411	Australia

Applicant	Trademark	App. Number	Reg. Number	Country
	STARS W/COLOR)			
Stila International, Inc.	DESIGN (ALL OVER SHIMMER STARS W/COLOR)	1031855	562719	Canada
Stila International, Inc.	DESIGN (ALL OVER SHIMMER STARS W/COLOR)	99 822 441	99 822 441	France
Stila International, Inc.	DESIGN (ALL OVER SHIMMER STARS W/COLOR)	99-09208	353132	Sweden
Stila International, Inc.	DESIGN ONLY (ALL OVER SHIMMER STARS w/ color)	2001-1440		Japan
Stila Corp.	DESIGN ONLY (ALL OVER SHIMMER STARS W/ COLOR)	75/441,950	2244558	United States of America
Stila International, Inc.	DESIGN ONLY (ALL OVER SHIMMER STARS)	809431	809431	Australia
Stila International, Inc.	DESIGN ONLY (ALL OVER SHIMMER STARS)	1031852	562720	Canada
Stila International, Inc.	DESIGN ONLY (ALL OVER SHIMMER STARS)	99 818 441	99 818 441	France
Stila International, Inc.	DESIGN ONLY (ALL OVER SHIMMER STARS)	99-09209	353133	Sweden
Stila Corp.	DESIGN ONLY (ALL OVER SHIMMER STARS)	75/441,823	2244555	United States of America
Stila International, Inc.	DESIGN ONLY (BRONZING POWDER - SUN & GIRL)	1031851	574064	Canada
Stila International, Inc.	DESIGN ONLY (BRONZING POWDER - SUN & GIRL)	99 818 442	99 818 442	France
Stila International, Inc.	DESIGN ONLY (BRONZING POWDER - SUN & GIRL)	15314/99	B10813/2001	Hong Kong
Stila Corp.	DESIGN ONLY (BRONZING POWDER DESIGN-SUN & GIRL)	75/681,693	2392311	United States of America
Stila International, Inc.	DESIGN ONLY (BRONZING POWDER)	809420	809420	Australia
Stila International, Inc.	DESIGN ONLY (BRONZING POWDER)	99/3582	215142	Ireland
Stila International, Inc.	DESIGN ONLY (BRONZING POWDER)	40-199940049	480848	Korea, Republic of
Stila International, Inc.	DESIGN ONLY (BRONZING POWDER)	99-07226	337 968	Sweden
Stila U.K. Limited	DESIGN ONLY (BRONZING POWDER)	2210574	2210574	United Kingdom
Stila Corp.	DESIGN ONLY (LIP GLOSS LIPS DESIGN W/ COLOR)	75/441,824	2244556	United States of America
Stila International, Inc.	DESIGN ONLY (LIP GLOSS LIPS DESIGN W/COLOR)	809429	809429	Australia
Stila International, Inc.	DESIGN ONLY (LIP GLOSS LIPS DESIGN W/COLOR)	1031858	562717	Canada
Stila International, Inc.	DESIGN ONLY (LIP GLOSS LIPS DESIGN W/COLOR)	99 822 443	99 822 443	France
Stila International, Inc.	DESIGN ONLY (LIP GLOSS LIPS DESIGN W/COLOR)	99-09211	353 135	Sweden
Stila International, Inc.	DESIGN ONLY (LIP GLOSS LIPS DESIGN)	809419	809419	Australia
Stila International, Inc.	DESIGN ONLY (LIP GLOSS LIPS DESIGN)	1031857	562718	Canada
Stila International, Inc.	DESIGN ONLY (LIP GLOSS LIPS DESIGN)	99 818 440	99 818 440	France
Stila International, Inc.	DESIGN ONLY (LIP GLOSS LIPS DESIGN)	99-09210	353 134	Sweden

Applicant	Trademark	App. Number	Reg. Number	Country
Stila Corp.	DESIGN ONLY (LIP GLOSS LIPS DESIGN)	75/441,825	2244557	United States of America
Stila International, Inc.	DESIGN ONLY (NEW COMPACT Design)	99832 265	99 832 265	France
Stila International, Inc.	DESIGN SILHOUETTE W/STILA	2984177	2984177	European Community
Stila International, Inc.	DESIGN STILA NEW STARS	1055604	1055604	Australia
Stila International, Inc.	Design STILA new Stars	1258697		Canada
Stila International, Inc.	DESIGN STILA NEW STARS	2055 54011	535705	Switzerland
Stila International, Inc.	EYE ROUGE	1031654	583692	Canada
Stila International, Inc.	EYE ROUGE	99/3577	215084	Ireland
Stila Corp.	EYE ROUGE	75/476,735	2282937	United States of America
Stila International, Inc.	EYE ROUGE (English/Katakana)	33010/1998	4339647	Japan
Stila International, Inc.	EYE ROUGE w/ STILA	99-07238	346 203	Sweden
Stila U.K. Limited	EYE ROUGE w/ STILA	2213239	2213239	United Kingdom
Stila International, Inc.	EYE VISOR	867750	867750	Australia
Stila International, Inc.	EYE VISOR	1093633		Canada
Stila International, Inc.	EYE VISOR	2 110 625	2 110 625	European Community
Stila International, Inc.	EYE VISOR	4911/2001	B5693/2002	Hong Kong
Stila International, Inc.	EYE VISOR	402001/8053	525456	Korea, Republic of
Stila International, Inc.	EYE VISOR	T01/13603B	T01/13603B	Singapore
Stila International, Inc.	EYE VISOR	02210/2001	488254	Switzerland
Stila International, Inc.	EYE VISOR	90010838	1006020	Taiwan
Stila Corp.	FIBER OPTICS	78/138262		United States of America
Stila International, Inc.	FLAUNT	812476	812476	Australia
Stila International, Inc.	FLAUNT	1026835	552892	Canada
Stila International, Inc.	FLAUNT	3 448 941	3 448 941	European Community
Stila International, Inc.	FLAUNT	99 816 940	99 816 940	France
Stila International, Inc.	FLAUNT	15258/99	B7925/2001	Hong Kong
Stila International, Inc.	FLAUNT	215686	215686	Ireland
Stila International, Inc.	FLAUNT	71294/1999	4697192	Japan
Stila International, Inc.	FLAUNT	40-199940044	480843	Korea, Republic of
Stila International, Inc.	FLAUNT	99-07237	345 702	Sweden
Stila U.K. Limited	FLAUNT	2210578	2210578	United Kingdom
Stila Corp.	FLAUNT	75/738,508	2691289	United States of America
Stila International, Inc.	FLORAL-VINE EMBOSSED COMPACT DESIGN	1051011	1051011	Australia
Stila International, Inc.	FLORAL-VINE EMBOSSED COMPACT DESIGN	4391025		European Community
Stila International, Inc.	FLORAL-VINE EMBOSSED COMPACT DESIGN	2005-034924	4923-228	Japan
Stila International, Inc.	FLORAL-VINE EMBOSSED COMPACT DESIGN	40-2005 001		Korea, Republic of
Stila International, Inc.	FLORAL-VINE EMBOSSED COMPACT DESIGN	53246/2005	534403	Switzerland
Stila International, Inc.	FLORAL-VINE EMBOSSED	94025029	1183066	Taiwan

Claim Party	Trademark	App. Number	Reg. Number	Country
	COMPACT DESIGN			
Stila Corp.	FLORAL-VINE EMBOSSED COMPACT DESIGN w/ STILA	78/608,734		United States of America
Stila International, Inc.	H2OFF	809423	809423	Australia
Stila International, Inc.	H2OFF	1031655	555793	Canada
Stila International, Inc.	H2OFF	99 821 342	99 821 342	France
Stila International, Inc.	H2OFF	17677/99	B10217/2003	Hong Kong
Stila International, Inc.	H2OFF	215601	215601	Ireland
Stila International, Inc.	H2OFF	40-199940045	480844	Korea, Republic of
Stila International, Inc.	H2OFF	99-07236	348 764	Sweden
Stila U.K. Limited	H2OFF	2210577	2210577	United Kingdom
Stila Corp.	H2OFF	75/314,936	2417833	United States of America
Stila Corp.	H2OFF	76/098,290	2485027	United States of America
Stila International, Inc.	ILLUMINATING POWDER FOUNDATION	1031656	555809	Canada
Stila International, Inc.	ILLUMINATING POWDER FOUNDATION	99 816 938	99 816 938	France
Stila International, Inc.	ILLUMINATING POWDER FOUNDATION	214823	214823	Ireland
Stila International, Inc.	ILLUMINATING POWDER FOUNDATION w/ STILA	40-199941994	480850	Korea, Republic of
Stila International, Inc.	ILLUMINATING POWDER FOUNDATION w/ STILA	99-07232	343 895	Sweden
Stila U.K. Limited	ILLUMINATING POWDER FOUNDATION w/ STILA	2213246	2213246	United Kingdom
Stila Corp.	ILLUMINATING POWDER FOUNDATION w/ STILA	76/347,329	2631472	United States of America
Stila International, Inc.	IT GLOSS w/ STILA	1053539	1053539	Australia
Stila International, Inc.	IT GLOSS w/ STILA	1256242		Canada
Stila International, Inc.	IT GLOSS w/ STILA	4419214		European Community
Stila International, Inc.	IT GLOSS w/ STILA	2005-039968		Japan
Stila International, Inc.	IT GLOSS w/ STILA	402005-20054		Korea, Republic of
Stila International, Inc.	IT GLOSS w/ STILA	55851/2005	538059	Switzerland
Stila International, Inc.	IT GLOSS w/ STILA	94022802	1197519	Taiwan
Stila Corp.	IT GLOSS w/ STILA	78/559,618		United States of America
Stila International, Inc.	JADE BLOSSOM	1128792	610699	Canada
Stila International, Inc.	JADE BLOSSOM	2 547 578	2 547 578	European Community
Stila International, Inc.	JADE BLOSSOM	5430/2002	4634946	Japan
Stila International, Inc.	JADE BLOSSOM	402003-32346	600016	Korea, Republic of
Stila International, Inc.	JADE BLOSSOM	91009747	1029116	Taiwan
Stila Corp.	JADE BLOSSOM	76/339,946	2722472	United States of America
Stila International, Inc.	JADE BLOSSOM w/ STILA	901149	901149	Australia
Stila International, Inc.	LASH BOOST	857318	857318	Australia
Stila International, Inc.	LASH BOOST	1082543	659394	Canada
Stila International, Inc.	LASH BOOST	26346/2000	B4025/2002	Hong Kong

Candidate	Mark	App. Number	Reg. Number	Country
Stila International, Inc.	LASH BOOST	T00/21458G	T00/21458G	Singapore
Stila International, Inc.	LASH BOOST	89068919	988865	Taiwan
Stila Corp.	LASH BOOST	78/559,057		United States of America
Stila International, Inc.	LASH BOOST w/ STILA	1 975 663	1 975 663	European Community
Stila International, Inc.	LASH BOOST w/ STILA	127094/2000	4524942	Japan
Stila International, Inc.	LASH BOOST w/ STILA	2000-53833	530810	Korea, Republic of
Stila International, Inc.	LASH BOOST w/ STILA	14559/2000	483946	Switzerland
Stila International, Inc.	LASH GLOSS	1092175		Canada
Stila International, Inc.	LASH POLISH	927815	927815	Australia
Stila International, Inc.	LASH POLISH	1092176		Canada
Stila International, Inc.	LASH POLISH	91039012	1062704	Taiwan
Stila Corp.	LASH POLISH	78/559,073		United States of America
Stila International, Inc.	LASH POLISH w/STILA	2854834	2854834	European Community
Stila International, Inc.	LASH POLISH w/STILA	402002-42463	577138	Korea, Republic of
Stila International, Inc.	LASH VISOR	1069108	568917	Canada
Stila Corp.	LASH VISOR	76/097,718	2791832	United States of America
Stila International, Inc.	LIP POLISH w/ STILA	812715	812715	Australia
Stila International, Inc.	LIP POLISH w/ STILA	16254/99	9786/2001	Hong Kong
Stila International, Inc.	LIP POLISH w/ STILA	40-199941996	490739	Korea, Republic of
Stila International, Inc.	LIP VISOR	867751	867751	Australia
Stila International, Inc.	LIP VISOR	1093632		Canada
Stila International, Inc.	LIP VISOR	2 109 791	2 109 791	European Community
Stila International, Inc.	LIP VISOR	4912/2001	B5694/2002	Hong Kong
Stila International, Inc.	LIP VISOR	402001-8054	525457	Korea, Republic of
Stila International, Inc.	LIP VISOR	TO1/13602D	T01/13602D	Singapore
Stila International, Inc.	LIP VISOR	02211/2001	488255	Switzerland
Stila International, Inc.	LIP VISOR	90010837	1018125	Taiwan
Stila International, Inc.	MAJOR LASH	971811	971811	Australia
Stila International, Inc.	MAJOR LASH	1190223	654466	Canada
Stila International, Inc.	MAJOR LASH		1105407	Taiwan
Stila Corp.	MAJOR LASH	78/304,172	2961292	United States of America
Stila International, Inc.	MAJOR LASH W/STILA	3 368 991	3 368 991	European Community
Stila International, Inc.	MAJOR LINE	971810	971810	Australia
Stila International, Inc.	MAJOR LINE	1190221		Canada
Stila International, Inc.	MAJOR LINE		1105406	Taiwan
Stila Corp.	MAJOR LINE	78/304,038		United States of America
Stila International, Inc.	MAJOR LINE W/KATAKANA	87036/2003	4832932	Japan
Stila International, Inc.	MAJOR LINE W/STILA	3 367 604	3 367 604	European Community
Stila International, Inc.	MAJOR LINE W/STILA	402003-43294		Korea, Republic of
Stila International, Inc.	MANDARIN BLOOM	1171270		Canada

Owner/Party	Trademark	App. Number	Reg. Number	Country
Stila International, Inc.	MANDARIN BLOOM	3 092 392		European Community
Stila International, Inc.	MANDARIN BLOOM	402003-11501		Korea, Republic of
Stila International, Inc.	MANDARIN BLOOM	92013198	1095059	Taiwan
Stila Corp.	MANDARIN BLOOM	78/223,644		United States of America
Stila International, Inc.	MANDARIN BLOOM W/KATAKANA	19828/2003	4723408	Japan
Stila International, Inc.	MIDNIGHT BLOOM	1202608	654370	Canada
Stila International, Inc.	MIDNIGHT BLOOM	3 595 469	3595469	European Community
Stila International, Inc.	MIDNIGHT BLOOM	40-2005-53684		Korea, Republic of
Stila Corp.	MIDNIGHT BLOOM	78/344,956	2961487	United States of America
Stila International, Inc.	MIDNIGHT BLOOM MOON & STARS DESIGN	1053648	1053648	Australia
Stila International, Inc.	MIDNIGHT BLOOM MOON & STARS DESIGN	4424123		European Community
Stila International, Inc.	MIDNIGHT BLOOM MOON & STARS DESIGN	2005-046398		Japan
Stila International, Inc.	MIDNIGHT BLOOM MOON & STARS DESIGN	402005-21144		Korea, Republic of
Stila International, Inc.	MIDNIGHT BLOOM MOON & STARS DESIGN	94023728	1188566	Taiwan
Stila Corp.	MIDNIGHT BLOOM MOON & STARS DESIGN	78/621,910		United States of America
Stila International, Inc.	MIDNIGHT BLOOM MOON & STARS DESIGN W/STILA	1257054		Canada
Stila International, Inc.	MIDNIGHT BLOOM MOON & STARS DESIGN W/STILA	53759/2005	534570	Switzerland
Stila International, Inc.	MIDNIGHT BLOOM w/ STILA	1047985	1047985	Australia
Stila International, Inc.	MIDNIGHT BLOOM w/ STILA	26112/2005	4917982	Japan
Stila International, Inc.	MIDNIGHT BLOOM W/STILA		1180665	Taiwan
Stila International, Inc.	MISCELLANEOUS DESIGN (FLAUNT/DRESS)	7967/2000	B13382/2001	Hong Kong
Stila International, Inc.	MISCELLANEOUS DESIGN (FLAUNT/DRESS)	25325/2000	4459024	Japan
Stila International, Inc.	MISCELLANEOUS DESIGN (FLAUNT/DRESSED)	1 553 452	1 553 452	European Community
Stila Corp.	MISCELLANEOUS DESIGN (FLAUNT/DRESSED)	75/934,454	2421508	United States of America
Stila International, Inc.	MISCELLANEOUS DESIGN (FLAUNT/UNDRESSED/BIKINI)	1 553 684	1 553 684	European Community
Stila International, Inc.	MISCELLANEOUS DESIGN (FLAUNT/UNDRESSED/BIKINI)	7966/2000	B13381/2001	Hong Kong
Stila International, Inc.	MISCELLANEOUS DESIGN (FLAUNT/UNDRESSED/BIKINI)	25326/2000	4459025	Japan
Stila Corp.	MISCELLANEOUS DESIGN (FLAUNT/UNDRESSED/BIKINI)	75/934,453	2421507	United States of America
Stila Corp.	MISCELLANEOUS DESIGN OF SILHOUETTES	78/164,944	2829858	United States of America
Stila Corp.	MISCELLANEOUS DESIGN OF SILHOUETTES W/ STILA	78/164,940	2827764	United States of America
Stila International, Inc.	NAIL SHIMMER	809425	809425	Australia
Stila International, Inc.	NAIL SHIMMER	1031657	552528	Canada

Owner/Party	Trademark	Appl. Number	Reg. Number	Country
Stila International, Inc.	NAIL SHIMMER	99 816 707	99 816 707	France
Stila Corp.	NAIL SHIMMER	75/353,622	2220261	United States of America
Stila International, Inc.	NAIL SHIMMER w/ STILA	2000/04626	220827	Ireland
Stila International, Inc.	NAIL SHIMMER w/ STILA	40-199941995	480851	Korea, Republic of
Stila International, Inc.	NAIL SHIMMER w/ STILA	99-07240	346 204	Sweden
Stila U.K. Limited	NAIL SHIMMER w/ STILA	2213264	2213264	United Kingdom
Stila International, Inc.	PETAL INFUSIONS	992847		Australia
Stila International, Inc.	PETAL INFUSIONS	1208745	654583	Canada
Stila International, Inc.	PETAL INFUSIONS	3699618	3699618	European Community
Stila International, Inc.	PETAL INFUSIONS	93010944	1118896	Taiwan
Stila Corp.	PETAL INFUSIONS	78/379,181		United States of America
Stila International, Inc.	PETAL INFUSIONS W/KATAKANA	22151/2004	4816715	Japan
Stila International, Inc.	PETAL INFUSIONS W/STILA	300183041	300183041	Hong Kong
Stila International, Inc.	PETAL INFUSIONS W/STILA	402004-10610		Korea, Republic of
Stila International, Inc.	PETAL INFUSIONS W/STILA	00876/2004	525156	Switzerland
Stila International, Inc.	PETAL SHINE (Katakana)	84429/1998	4328921	Japan
Stila International, Inc.	PIVOTAL SKIN	843333	843333	Australia
Stila International, Inc.	PIVOTAL SKIN	1068153	569145	Canada
Stila International, Inc.	PIVOTAL SKIN	1 766 948	1 766 948	European Community
Stila International, Inc.	PIVOTAL SKIN	17212/2000	B6615/2003	Hong Kong
Stila International, Inc.	PIVOTAL SKIN	81323/2000	4487361	Japan
Stila International, Inc.	PIVOTAL SKIN	T00/13276I	T00/13276I	Singapore
Stila International, Inc.	PIVOTAL SKIN	0862/2000	480076	Switzerland
Stila International, Inc.	PIVOTAL SKIN	89046209	949372	Taiwan
Stila Corp.	PIVOTAL SKIN	76/056,439	2776092	United States of America
Stila International, Inc.	PIVOTAL SKIN & Design w/ STILA	402002-44855		Korea, Republic of
Stila International, Inc.	PIVOTAL SUN	1095259	588095	Canada
Stila Corp.	PIVOTAL SUN	78/051,971	2744878	United States of America
Stila International, Inc.	SILHOUETTES W/STILA	938572	938572	Australia
Stila International, Inc.	SILHOUETTES w/STILA	4020020058737	4005875200000	Canada
Stila International, Inc.	SILHOUETTES W/STILA	1162487	611231	Canada
Stila International, Inc.	SILHOUETTES W/STILA	108451/2002	4708842	Japan
Stila International, Inc.	SILHOUETTES W/STILA	91054934	1064648	Taiwan
Stila International, Inc.	SILHOUETTES w/STILA	91054934	1064648	Taiwan
Stila International, Inc.	SKIN VISOR	867752	867752	Australia
Stila International, Inc.	SKIN VISOR	1093634	572048	Canada
Stila International, Inc.	SKIN VISOR	2 108 330	2 108 330	European Community
Stila International, Inc.	SKIN VISOR	4913/2001	B5695/2002	Hong Kong
Stila International, Inc.	SKIN VISOR	402001-8055	525458	Korea, Republic of
Stila International, Inc.	SKIN VISOR	T01/13604J	T01/13604J	Singapore
Stila International, Inc.	SKIN VISOR	02212/2001	488256	Switzerland

Owner/Party	Trademark	App. Number	Reg. Number	Country
Stila International, Inc.	SKIN VISOR	90010836	1018124	Taiwan
Stila Corp.	SKIN VISOR	78/049,222	2722583	United States of America
Stila International, Inc.	SMUDGE POTS W/STILA	984127	984127	Australia
Stila International, Inc.	SMUDGE POTS W/STILA	1202862		Canada
Stila International, Inc.	SMUDGE POTS W/STILA	3 600 475	3600475	European Community
Stila International, Inc.	SMUDGE POTS W/STILA	2004-001036	4800233	Japan
Stila International, Inc.	SMUDGE POTS W/STILA	40-2004-00727	621753	Korea, Republic of
Stila International, Inc.	SMUDGE POTS W/STILA	93001077	1118850	Taiwan
Stila Corp.	SMUDGE POTS W/STILA	78/347,702	2968693	United States of America
Stila International, Inc.	STILA	1529	59066	Algeria
Stila International, Inc.	STILA	2.233.213	1.810.385	Argentina
Stila International, Inc.	STILA	2000/0724	20957	Aruba
Stila International, Inc.	STILA	728811	728811	Australia
Stila International, Inc.	STILA	834029	834029	Australia
Stila International, Inc.	STILA	AM4024/97	173488	Austria
Stila International, Inc.	STILA	20000302	20010199	Azerbaijan
Stila International, Inc.	STILA	23878		Bahamas
Stila International, Inc.	STILA		81/12235	Barbados
Stila International, Inc.	STILA	897867	620960	Benelux
Stila International, Inc.	STILA		41120	Bermuda
Stila International, Inc.	STILA	SM-5224-00	87150-C	Bolivia
Stila International, Inc.	STILA	BAZ004486A		Bosnia-Herzegovina
Stila International, Inc.	STILA	821883887		Brazil
Stila International, Inc.	STILA	822700190		Brazil
Stila International, Inc.	STILA	822700212		Brazil
Stila International, Inc.	STILA	777563	523681	Canada
Stila International, Inc.	STILA	1057653	558586	Canada
Stila International, Inc.	STILA	459.288	597.84	Chile
Stila International, Inc.	STILA	960119972	1130383	China
Stila International, Inc.	STILA	T2001/047815		Colombia
Stila International, Inc.	STILA		1270-7989	Costa Rica
Stila International, Inc.	STILA	Z20001071A	Z20001071	Croatia
Stila International, Inc.	STILA	004486A		Croatia
Stila International, Inc.	STILA	57185	57185	Cyprus
Stila International, Inc.	STILA	145547	227 741	Czech Republic
Stila International, Inc.	STILA	VA03673/1997	VR03513/97	Denmark
Stila International, Inc.	STILA		116945	Dominican Republic
Stila International, Inc.	STILA	106141	11179-01	Ecuador
Stila International, Inc.	STILA	142482		Egypt
Stila International, Inc.	STILA	1267558		European Community
Stila International, Inc.	STILA	1 640 515	1 640 515	European Community
Stila International, Inc.	STILA	2 221 398	2 221 398	European Community
Stila International, Inc.	STILA	556/2000	556/2000	Fiji
Stila International, Inc.	STILA	T199902472	218165	Finland

Applicant	Trademark	App. Number	Reg. Number	Country
Stila International, Inc.	STILA	96 657018	96657018	France
Stila International, Inc.	STILA	39731223.7	39731223	Germany
Stila International, Inc.	STILA	134123	134123	Greece
Stila International, Inc.	STILA	12601-02		Honduras
Stila International, Inc.	STILA	96/10036	9804/98	Hong Kong
Stila International, Inc.	STILA	9868/2000	200200350AA	Hong Kong
Stila International, Inc.	STILA	M993745		Hungary
Stila International, Inc.	STILA	3292/2001	1175/2001	Iceland
Stila International, Inc.	STILA	876528		India
Stila International, Inc.	STILA	2452/97	208551	Ireland
Stila International, Inc.	STILA	113759	113759	Israel
Stila International, Inc.	STILA	T097C002164	794323	Italy
Stila International, Inc.	STILA	3/4136	37351	Jamaica
Stila International, Inc.	STILA	37017/1995	4002704	Japan
Stila International, Inc.	STILA	64032/1999	4430916	Japan
Stila International, Inc.	STILA	Awaiting confirmation	Awaiting confirmation	Jordan
Stila International, Inc.	STILA	97-8865	413785	Korea, Republic of
Stila International, Inc.	STILA	2000-0013240	76067	Korea, Republic of
Stila International, Inc.	STILA	40463	38995	Kuwait
Stila International, Inc.	STILA	M-01-696	M49750	Latvia
Stila International, Inc.	STILA		85451	Lebanon
Stila International, Inc.	STILA	20010789	44533	Lithuania
Stila International, Inc.	STILA	97-11211	97-11211	Malaysia
Stila International, Inc.	STILA	2000/06136		Malaysia
Stila International, Inc.	STILA	2000/06135	2000-06135	Malaysia
Stila International, Inc.	STILA	309739	679606	Mexico
Stila International, Inc.	STILA	447850	711061	Mexico
Stila International, Inc.	STILA	447851	677629	Mexico
Stila International, Inc.	STILA	18776	97.18684	Monaco
Stila International, Inc.	STILA	75.236	75.236	Morocco
Stila International, Inc.	STILA	279124	279124	New Zealand
Stila International, Inc.	STILA	199907891	201.751	Norway
Stila International, Inc.	STILA	167681		Pakistan
Stila International, Inc.	STILA	102087	102087	Panama
Stila International, Inc.	STILA	63774	63774	Papua New Guinea
Stila International, Inc.	STILA	906/2000	271001	Paraguay
Stila International, Inc.	STILA	88705	58841	Peru
Stila International, Inc.	STILA	100332		Philippines
Stila International, Inc.	STILA	Z-205651	148080	Poland
Stila International, Inc.	STILA	338.974	338974	Portugal
Stila International, Inc.	STILA	24062		Qatar
Stila International, Inc.	STILA	99712422	195003	Russian Federation
Stila International, Inc.	STILA	47706		Saudi Arabia
Stila International, Inc.	STILA	Z-693/2000		Serbia and Montenegro
Stila International, Inc.	STILA	9092/96	T96/09092B	Singapore
Stila International, Inc.	STILA	T00/08536A	T00/08536A	Singapore

Applicant/Party	Trademark	App. Number	Reg. Number	Country
Stila International, Inc.	STILA	T00/08537Z	T00/08537Z	Singapore
Stila International, Inc.	STILA	POZ 2006-99	194 867	Slovakia
Stila International, Inc.	STILA	Z-200071363	200071363	Slovenia
Stila International, Inc.	STILA	99/14280	99/14280	South Africa
Stila International, Inc.	STILA	40-2055-17403		South Korea
Stila International, Inc.	STILA	40-2055-22374		South Korea
Stila International, Inc.	STILA	2103546	2103546	Spain
Stila International, Inc.	STILA	97-06652	333004	Sweden
Stila International, Inc.	STILA	5882/1997	449572	Switzerland
Stila International, Inc.	STILA	05370/2000	478788	Switzerland
Stila International, Inc.	STILA	86009372	854838	Taiwan
Stila International, Inc.	STILA	89027261	154077	Taiwan
Stila International, Inc.	STILA	89027262	166421	Taiwan
Stila International, Inc.	STILA	18.403	18.403	Tangier
Stila International, Inc.	STILA	343091	Kor78915	Thailand
Stila International, Inc.	STILA	423000	Bor12413	Thailand
Stila International, Inc.	STILA	423001	Bor13155	Thailand
Stila International, Inc.	STILA	31207	31207	Trinidad and Tobago
Stila International, Inc.	STILA		EE001449	Tunisia
Stila International, Inc.	STILA	2001052846		Ukraine
Stila International, Inc.	STILA	33347	25421	United Arab Emirates
Stila International, Inc.	STILA	38056	32232	United Arab Emirates
Stila International, Inc.	STILA	38057	33334	United Arab Emirates
Stila U.K. Limited	STILA	2014319	2014319	United Kingdom
Stila Corp.	STILA	74/540,783	2024328	United States of America
Stila Corp.	STILA	76/417925	2704409	United States of America
Stila Corp.	STILA	75/818,265	2423080	United States of America
Stila Corp.	STILA	75/818,567	2424889	United States of America
Stila Corp.	STILA	76/056,437	2709765	United States of America
Stila Corp.	STILA	75/981,589	2565973	United States of America
Stila Corp.	STILA	76/417,925	2704409	United States of America
Stila Corp.	STILA	78/324,604	2999067	United States of America
	STILA	325.717	325717	Uruguay
	STILA	13402-1999	P229362	Venezuela
	STILA	42920	35808	Vietnam
	STILA	1044/2000	1044/2000	Zimbabwe
Stila International, Inc.	STILA & DESIGN (NEW COMPACT)	99-07228	345 700	Sweden
Stila Corp.	STILA & MISCELLANEOUS DESIGN (Face and Hand)	78/182,789	2761954	United States of America
Stila Corp.	STILA & DESIGN (NEW COMPACT DESIGN)	75/497,829	2492990	United States of America

Applicant	Trademark	Appl. Number	Reg. Number	Country
Stila International, Inc.	STILA & DESIGN (NEW COMPACT)	809421	809421	Australia
Stila International, Inc.	STILA & DESIGN (NEW COMPACT)	1031856	548917	Canada
Stila International, Inc.	STILA & DESIGN (NEW COMPACT)	16156/99	B10326/2001	Hong Kong
Stila International, Inc.	STILA & DESIGN (NEW COMPACT)	99/3568	215300	Ireland
Stila International, Inc.	STILA & DESIGN (NEW COMPACT)	40-199940051	488598	Korea, Republic of
Stila U.K. Limited	STILA & DESIGN (NEW COMPACT)	2210573	2210573	United Kingdom
Stila International, Inc.	STILA (and DESIGN)	1254682		Canada
Stila Corp.	STILA (and DESIGN)	75/498,153	2480314	United States of America
Stila International, Inc.	STILA (in Katakana - KAP Registration)	121417/1989	2434854	Japan
Stila International, Inc.	STILA (in Katakana)	180209/1997	4246130	Japan
Stila International, Inc.	STILA (w/ Katakana)	157301/1997	4450371	Japan
Stila International, Inc.	STILA (w/ Katakana)	157298/1997	4264801	Japan
Stila International, Inc.	STILA (w/ Katakana)	49631/2000	4575571	Japan
Stila International, Inc.	STILA MANDARIN BLOOM	1021532	1021532	Australia
Stila International, Inc.	STILA PETAL INFUSION		1058160	Australia
Stila International, Inc.	STILA SPORT	818047	818047	Australia
Stila International, Inc.	STILA SPORT	822622459		Brazil
Stila International, Inc.	STILA SPORT	1037350	555840	Canada
Stila International, Inc.	STILA SPORT	1 433 127	1 433 127	European Community
Stila International, Inc.	STILA SPORT	267/2000	8600/2001	Hong Kong
Stila International, Inc.	STILA SPORT	117409	44306004	Japan
Stila International, Inc.	STILA SPORT	1999-49518	483835	Korea, Republic of
Stila International, Inc.	STILA SPORT	2000/1601	2000-01601	Malaysia
Stila International, Inc.	STILA SPORT	447852	688968	Mexico
Stila International, Inc.	STILA SPORT	150/00	T00/00150H	Singapore
Stila International, Inc.	STILA SPORT	11847/1999	472005	Switzerland
Stila International, Inc.	STILA SPORT	88065776	921996	Taiwan
Stila International, Inc.	STILA SPORT	407173	Kor156930	Thailand
Stila International, Inc.	STILA SPORT	35136		United Arab Emirates
Stila Corp.	STILA SPORT	75/859,799	2494988	United States of America
Stila International, Inc.	STILA STUDIO	1,292,284		Canada
Stila International, Inc.	STILA STUDIO	004937686		European Community
Stila International, Inc.	STILA STUDIO	19972/2006		Japan
Stila International, Inc.	STILA STUDIO	51925/2006		Switzerland
Stila Corp.	STILA STUDIO	78/827,183		United States of America
Stila Corp.	STILA STUDIO	78/095,734		United States of America
Stila International, Inc.	STILA SUN	809417	809417	Australia
Stila International, Inc.	STILA SUN	1031658	555810	Canada
Stila International, Inc.	STILA SUN	3449097	3449097	European Community

Applicant	Trademark	App. Number	Reg. Number	Country
Stila International, Inc.	STILA SUN	99 826 456	99 826 456	France
Stila International, Inc.	STILA SUN	15262/99	3396/2001	Hong Kong
Stila International, Inc.	STILA SUN	99/3557	215103	Ireland
Stila International, Inc.	STILA SUN	40-199940047	480846	Korea, Republic of
Stila U.K. Limited	STILA SUN	2210575	2210575	United Kingdom
Stila Corp.	STILA SUN	75/654,241	2464351	United States of America
Stila International, Inc.	STILAMAT	879024	879024	Australia
Stila International, Inc.	STILAMAT	1106663		Canada
Stila International, Inc.	STILAMAT	2 248 615	2 248 615	European Community
Stila International, Inc.	STILAMAT	59417/2001	4589219	Japan
Stila International, Inc.	STILAMAT	2001-25487	540709	Korea, Republic of
Stila International, Inc.	STILAMAT	T01/08878Z	T01/08878Z	Singapore
Stila International, Inc.	STILAMAT	90025337	1006990	Taiwan
Stila International, Inc.	THE LOOK OF SKIN IS IN	809418	809418	Australia
Stila International, Inc.	THE LOOK OF SKIN IS IN	99/3556	215093	Ireland
Stila International, Inc.	THE LOOK OF SKIN IS IN	40-199940048	480847	Korea, Republic of
Stila International, Inc.	THE LOOK OF SKIN IS IN	99-07233	345 701	Sweden
Stila Corp.	THE LOOK OF SKIN IS IN	78/135,758		United States of America
Stila International, Inc.	THE LOOK OF SKIN IS IN w/ STILA	99-08884	345 732	Sweden
Stila International, Inc.	TINTED VISOR	901148	901148	Australia
Stila International, Inc.	TINTED VISOR	2 547 180	2 547 180	European Community
Stila International, Inc.	TINTED VISOR	40-2002-4128	560926	Korea, Republic of
Stila International, Inc.	TINTED VISOR	91007030	1035966	Taiwan
Stila International, Inc.	TWINSET w/ STILA (w/ Katakana)	50285/1998	4328882	Japan

Mark	Serial No.	Filing Date	Registration No.	Registration Date
MOTHER ME	77/085974	1/18/2007	3425233	5/13/2008

SCHEDULE C

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1. Registration Number:	VA-839-797
Title:	Bare yourself with Stila all over shimmer.
Credit Party:	Stila Corp.
<hr/>	
2. Registration Number:	VA-926-655
Title:	Compact artwork.
Credit Party:	Stila Corp.
<hr/>	
3. Registration Number:	VA-931-422
Title:	Dancing girl : no. 1.
Credit Party:	Stila Corp.
<hr/>	
4. Registration Number:	VA-931-423
Title:	Dancing girl : no. 2.
Credit Party:	Stila Corp.
<hr/>	
5. Registration Number:	VA-931-424
Title:	Dancing girl : no. 3.
Credit Party:	Stila Corp.
<hr/>	
6. Registration Number:	VA-931-425
Title:	Dancing girl : no. 4.
Credit Party:	Stila Corp.
<hr/>	
7. Registration Number:	VA-931-426
Title:	Dancing girl : no. 5.
Credit Party:	Stila Corp.
<hr/>	
8. Registration Number:	VA-939-110
Title:	Stila fall sneak preview.
Credit Party:	Stila Corp.

9. Registration Number:	VA-939-111
Title:	Stila cosmetics.
Credit Party:	Stila Corp.
10. Registration Number:	VA-939-112
Title:	Start a lip revolution.
Credit Party:	Stila Corp.
11. Registration Number:	VA-939-113
Title:	Stila.
Credit Party:	Stila Corp.
12. Registration Number:	VA-939-177
Title:	Jeanine Lobell.
Credit Party:	Stila Corp.
13. Registration Number:	VA-939-178
Title:	Put a new spin on spring.
Credit Party:	Stila Corp.
14. Registration Number:	VA-953-774
Title:	ABC girls
Credit Party:	Stila Corp.
15. Registration Number:	VA-955-506
Title:	Happy holidays.
Credit Party:	Stila Corp.
16. Registration Number:	VA-978-989
Title:	Go for a spin.
Credit Party:	Stila Corp.
17. Registration Number:	VA-978-990
Title:	Put on a new face : no. 1.
Credit Party:	Stila Corp.

18. Registration Number:	VA-980-006
Title:	Put on a new face II.
Credit Party:	Stila Corp.
19. Registration Number:	VA-1-023-916
Title:	5 star recipes.
Credit Party:	acStila Corp.
20. Registration Number:	VA-1-023-917
Title:	Seated recipe girl.
Credit Party:	acStila Corp.
21. Registration Number:	VA-1-059-521
Title:	It's hip to be square.
Credit Party:	acStila Corp.
22. Registration Number:	VA-1-059-522
Title:	Freedom with a twist.
Credit Party:	acStila Corp.
23. Registration Number:	VA-1-059-523
Title:	Join the Stila Revolution.
Credit Party:	acStila Corp.
24. Registration Number:	VA-1-059-524
Title:	Revolutionize your lips]
Credit Party:	acStila Corp.
25. Registration Number:	VA-1-059-525
Title:	Double up with convertible color 2.
Credit Party:	acStila Corp.
26. Registration Number:	VA-1-059-526
Title:	Flaunt.
Credit Party:	acStila Corp.

27. Registration Number:	VA-1-059-527
Title:	Keep your eye on Stila.
Credit Party:	acStila Corp.
28. Registration Number:	VA-1-059-528
Title:	Perfect portability.
Credit Party:	acStila Corp.
29. Registration Number:	VA-1-059-529
Title:	Wish you were here 1.
Credit Party:	acStila Corp.
30. Registration Number:	VA-1-059-530
Title:	Wish you were here 2.
Credit Party:	acStila Corp.
31. Registration Number:	VA-1-059-531
Title:	Wish you were here 3.
Credit Party:	acStila Corp.
32. Registration Number:	VA-1-059-532
Title:	Wish you were here 4.
Credit Party:	acStila Corp.
33. Registration Number:	VA-1-059-568
Title:	Stila's triple action.
Credit Party:	acStila Corp.
34. Registration Number:	VA-1-059-569
Title:	Stick with Stila.
Credit Party:	acStila Corp.
35. Registration Number:	VA-1-059-570
Title:	Color on the run.
Credit Party:	acStila Corp.

36. Registration Number:	VA-1-059-571
Title:	Your turn for perfect skin.
Credit Party:	acStila Corp.
37. Registration Number:	VA-1-059-572
Title:	Here comes the Stila sun.
Credit Party:	acStila Corp.
38. Registration Number:	VA-1-059-573
Title:	Double up with convertible color.
Credit Party:	acStila Corp.
39. Registration Number:	VA-1-077-179
Title:	What's new landing page.
Credit Party:	acStila Corp.
40. Registration Number:	VA-1-077-180
Title:	Picnic basket girl.
Credit Party:	acStila Corp.
41. Registration Number:	VA-1-077-181
Title:	Makeup artist girl with case.
Credit Party:	acStila Corp.
42. Registration Number:	VA-1-077-182
Title:	33 cent stamp girl.
Credit Party:	acStila Corp.
43. Registration Number:	VA-1-077-183
Title:	Question girl.
Credit Party:	acStila Corp.
44. Registration Number:	VA-1-077-184
Title:	Color courier (boy)
Credit Party:	acStila Corp.

45. Registration Number:	VA-1-077-185
Title:	Stila counter girl.
Credit Party:	acStila Corp.
46. Registration Number:	VA-1-077-186
Title:	Events page.
Credit Party:	acStila Corp.
47. Registration Number:	VA-1-077-187
Title:	Information landing page.
Credit Party:	acStila Corp.
48. Registration Number:	VA-1-077-188
Title:	Information landing page.
Credit Party:	acStila Corp.
49. Registration Number:	VA-1-077-189
Title:	Backpak baby girl in subway
Credit Party:	acStila Corp.
50. Registration Number:	VA-1-077-190
Title:	Backpak baby girl.
Credit Party:	acStila Corp.
51. Registration Number:	VA-1-077-191
Title:	tweed girls in ladies room.
Credit Party:	acStila Corp.
52. Registration Number:	VA-1-077-192
Title:	Scooter girl with purple VW.
Credit Party:	acStila Corp.
53. Registration Number:	VA-1-077-193
Title:	Color courier (girls)
Credit Party:	acStila Corp.

54. Registration Number:	VA-1-077-194
Title:	Color push-ups.
Credit Party:	acStila Corp.
55. Registration Number:	VA-1-077-195
Title:	Lash visor.
Credit Party:	acStila Corp.
56. Registration Number:	VA-1-077-196
Title:	Information (home)
Credit Party:	acStila Corp.
57. Registration Number:	VA-1-077-197
Title:	Ask the artist page.
Credit Party:	acStila Corp.
58. Registration Number:	VA-1-077-198
Title:	Sport landing page (home)
Credit Party:	acStila Corp.
59. Registration Number:	VA-1-089-903
Title:	Stila steals the show.
Credit Party:	acStila Corp.
60. Registration Number:	VA-1-089-904
Title:	Stila steals the show.
Credit Party:	acStila Corp.
61. Registration Number:	VA-1-089-988
Title:	Stila the cookbook.
Credit Party:	acStila Corp.
62. Registration Number:	VA-1-103-259
Title:	Over the moon about Stila.
Credit Party:	acStila Corp.

63. Registration Number:	VA-1-108-958
Title:	Over the moon about Stila.
Credit Party:	acStila Corp.
64. Registration Number:	VA-1-126-360
Title:	Day bride.
Credit Party:	acStila Corp.
65. Registration Number:	VA-1-126-361
Title:	What's new home page bride?
Credit Party:	acStila Corp.
66. Registration Number:	VA-1-126-362
Title:	Landing page bride.
Credit Party:	acStila Corp.
67. Registration Number:	VA-1-126-363
Title:	Sweep into a perfect match.
Credit Party:	acStila Corp.
68. Registration Number:	VA-1-162-845
Title:	Jade blossom cucumber flowers.
Credit Party:	acStila Corp.
69. Registration Number:	VA-1-162-846
Title:	Creme bouquet flowers.
Credit Party:	acStila Corp.
70. Registration Number:	VA-1-162-847
Title:	Jade blossom flowers.
Credit Party:	acStila Corp.
71. Registration Number:	VA-1-162-848
Title:	Creme bouquet pink lilac flowers.
Credit Party:	acStila Corp.

72. Registration Number:	VA-1-162-849
Title:	Jade blossom lemon verbena flowers.
Credit Party:	acStila Corp.
73. Registration Number:	VA-1-162-850
Title:	Creme bouquet lily of the valley flowers.
Credit Party:	acStila Corp.
74. Registration Number:	VA-1-162-851
Title:	Creme bouquet vinalla flowers.
Credit Party:	acStila Corp.
75. Registration Number:	VA-1-181-358
Title:	Creme bouquet powder box.
Credit Party:	acStila Corp.
76. Registration Number:	VA-1-181-359
Title:	Jade blossom powder box.
Credit Party:	acStila Corp.
77. Registration Number:	VA-1-206-990
Title:	Breast cancer awareness spokeswoman.
Credit Party:	acStila Corp.
78. Registration Number:	VA-1-206-991
Title:	Catch the perfect pout with Stila lipshine.
Credit Party:	acStila Corp.
79. Registration Number:	VA-1-206-992
Title:	Stila sport, information, ask the artist, what's new.
Credit Party:	acStila Corp.
80. Registration Number:	VA-1-206-993
Title:	Holiday 2001.
Credit Party:	acStila Corp.

81. Registration Number:	VA-1-220-945
Title:	Jade blossom green tea flowers.
Credit Party:	acStila Corp.
82. Registration Number:	VA-1-274-245
Title:	www.stilacosmetics.com Stila is style.
Credit Party:	acStila Corp.
83. Registration Number:	VA-1-274-246
Title:	Festival stationery kimono girl.
Credit Party:	acStila Corp.
84. Registration Number:	VA-1-274-247
Title:	Kimono girl.
Credit Party:	acStila Corp.
85. Registration Number:	VA-1-274-248
Title:	Congratulations]
Credit Party:	acStila Corp.
86. Registration Number:	VA-1-274-249
Title:	Catch Stila at www.stilacosmetics.com.
Credit Party:	acStila Corp.
87. Registration Number:	VA-1-274-250
Title:	Happy birthday]
Credit Party:	acStila Corp.
88. Registration Number:	VA-1-274-251
Title:	Girl posing on knees.
Credit Party:	acStila Corp.
89. Registration Number:	VA-1-274-252
Title:	Shopping list.
Credit Party:	acStila Corp.

90. Registration Number:	VA-1-274-253
Title:	Stila is style.
Credit Party:	acStila Corp.
91. Registration Number:	VA-1-274-254
Title:	Stila style envelope.
Credit Party:	acStila Corp.
92. Registration Number:	VA-1-274-255
Title:	Stila www.stilacosmetics.com.
Credit Party:	acStila Corp.
93. Registration Number:	VA-1-274-256
Title:	Stila www.stilacosmetics.com.
Credit Party:	acStila Corp.
94. Registration Number:	VA-1-274-257
Title:	Thank you.
Credit Party:	acStila Corp.
95. Registration Number:	VA-1-274-258
Title:	Things to do.
Credit Party:	acStila Corp.
96. Registration Number:	VAu-303-486
Title:	Fall star collection girl I.
Credit Party:	Stila Corp.
97. Registration Number:	VAu-303-713
Title:	Starlight the look : Stila Cosmetics.
Credit Party:	Stila Corp.
98. Registration Number:	VAu-303-714
Title:	Moonlight the look : Stila Cosmetics.
Credit Party:	Stila Corp.

99. Registration Number:	VAu-312-170
Title:	Fall star collection.
Credit Party:	Stila Corp.
100. Registration Number:	VAu-397-182
Title:	Stila by mail.
Credit Party:	Stila Corp.
101. Registration Number:	VAu-397-246
Title:	Illuminating powder foundation.
Credit Party:	Stila Corp.
102. Registration Number:	VAu-439-484
Title:	Stila comes to Japan.
Credit Party:	Stila Corp.
103. Registration Number:	VAu-439-497
Title:	Face chart.
Credit Party:	Stila Corp.
104. Registration Number:	VAu-439-498
Title:	Stila tote bag.
Credit Party:	Stila Corp.
105. Registration Number:	VAu-441-519
Title:	Stila girl lying down : no. 2.
Credit Party:	Stila Corp.
106. Registration Number:	VAu-441-520
Title:	Stila girl lying down : no. 1.
Credit Party:	Stila Corp.
107. Registration Number:	VAu-450-885
Title:	Come aboard with Stila in Japan.
Credit Party:	Stila Corp.

108. Registration Number:	VAu-451-561
Title:	Seashore girls.
Credit Party:	Stila Corp.

**SCHEDULE D TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

LICENSE AGREEMENTS

***[BORROWER TO PROVIDE POST-CLOSING PURSUANT TO THE POST-CLOSING
AGREEMENT BY AND AMONG BORROWER AND AGENT]***

CHICAGO/#1511556.5

RECORDED: 02/13/2009

**TRADEMARK
REEL: 003935 FRAME: 0946**