

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------|----------|----------------|-------------------------|
| BNP Paribas | | 03/09/2010 | societe anonyme: FRANCE |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------------------|
| Name: | Bare Escentuals, Inc. |
| Street Address: | 71 Stevenson Street, 22nd Floor |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94105 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 43

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 1539966 | BARE ESSENTUALS |
| Registration Number: | 2321607 | BAREMINERALS |
| Registration Number: | 2211150 | BUZZ |
| Registration Number: | 2444998 | CLEAR SKIES |
| Registration Number: | 2745500 | CUSH |
| Registration Number: | 2209077 | FOR PLAY |
| Registration Number: | 2701193 | MAKEUP SO PURE YOU CAN SLEEP IN IT |
| Registration Number: | 2885884 | MINERAL VEIL |
| Registration Number: | 2212978 | PEACE & QUIET |
| Registration Number: | 2848678 | SWIRL, TAP, BUFF |
| Registration Number: | 2212977 | UP & AT 'EM |
| Registration Number: | 2914247 | WARMTH |
| Registration Number: | 2845839 | WARMTH |
| Serial Number: | 76333924 | A FOUNDATION THAT WORKS WITH YOUR SKIN, NOT AGAINST IT |

TRADEMARK

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REEL: 004164 FRAME: 0895

CH \$1090.00 1539966

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|----------------|----------|------------------------------|
| Serial Number: | 76527462 | BARE ESCENTIALS |
| Serial Number: | 76555499 | BARECITRUS |
| Serial Number: | 76555638 | BARELAVENDER |
| Serial Number: | 76626493 | BAREMINERALS |
| Serial Number: | 76555639 | BAREROSE |
| Serial Number: | 76610056 | BAREVITAMINS |
| Serial Number: | 76615350 | BAREVITAMINS |
| Serial Number: | 76520722 | BE AT HOME |
| Serial Number: | 76595790 | BEAUTY BY NUMBERS |
| Serial Number: | 76503937 | BEAUTYRX |
| Serial Number: | 76582145 | BLENDABLE EYE |
| Serial Number: | 76535097 | COMPLEXION PERFECTION |
| Serial Number: | 76555641 | ESCENTUAL |
| Serial Number: | 76579812 | GOSSAMER |
| Serial Number: | 76454618 | HEEL ME |
| Serial Number: | 76294951 | I.D. |
| Serial Number: | 76575045 | LIP BUDS |
| Serial Number: | 76528766 | LIP QUICKIE |
| Serial Number: | 76562057 | MAGIC WAND BRUSHLESS MASCARA |
| Serial Number: | 76617634 | MAKE IT CLEAR |
| Serial Number: | 76575043 | PATENT LEATHER LIPS |
| Serial Number: | 76555425 | PERFECT BLACK DRESS |
| Serial Number: | 76528773 | QUICK STICK |
| Serial Number: | 76555640 | SEA MIST |
| Serial Number: | 76469002 | SOY MOCHA |
| Serial Number: | 76559064 | THE ESSENTIAL BROW |
| Serial Number: | 76595981 | TOTALLY BARE |
| Serial Number: | 76527476 | WEARABLE LIP |
| Serial Number: | 76569932 | WIDE AWAKE |

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

TRADEMARK
REEL: 004164 FRAME: 0896

Address Line 1: Four Times Square
Address Line 2: Attn: Rebecca Silberberg, Esq.
Address Line 4: New York, NEW YORK 10036

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|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 055660/0031 |
| NAME OF SUBMITTER: | Rebecca Silberberg |
| Signature: | /Rebecca Silberberg/ |
| Date: | 03/10/2010 |

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("**Release**") is dated as of March 9, 2010, by BNP PARIBAS, as Administrative Agent ("**Assignor**"), in favor of BARE ESCENTUALS, INC., a California corporation, located at 71 Stevenson Street, 22nd Floor, San Francisco, CA 94105 ("**Assignee**").

WHEREAS, MD Beauty Inc., a Delaware corporation ("**Company**"), entered into a Credit Agreement dated as of February 18, 2005 (said Credit Agreement, as it may thereto have been and as it may thereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with STB Beauty, Inc., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, Secured Party) pursuant to which Lenders made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, Company may from time to time have entered, into one or more swap agreements (collectively the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements were entered into (in such capacity, collectively, "**Hedge Agreement Counterparties**");

WHEREAS, Assignee executed and delivered that certain Subsidiary Guaranty dated as of February 18, 2005 (said Subsidiary Guaranty, as it may theretofore have been and as it may thereafter be further amended, restated, supplemented or otherwise modified from time to time being the "**Guaranty**") in favor of Assignor for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Assignee had guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof;

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 18, 2005 (said Security Agreement, as it may theretofore have been and as it may thereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Assignee, Assignor and the other grantors named therein, Assignee had created in favor of Assignor a security interest in, and Assignor became a secured creditor with respect to, the Trademark Collateral (as defined below);

WHEREAS, for good and valuable consideration, the receipt and adequacy of which were thereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Assignee to

Assignor pursuant to the Security Agreement, Assignor and Assignee entered into that certain Grant of Trademark Security Interest, dated as of February 18, 2005 (the "**Trademark Security Agreement**");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 26, 2005, at Reel 3035/Frame 0660; and

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to Assignor a security interest in all security interest in all of Assignee's right, title and interest in and to the following, in each case whether then or thereafter existing or in which Assignee then had or thereafter acquired an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including right acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such licenses or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Assignee, or thereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may thereafter have been issued or applied for thereon in the United States and any state thereof and in foreign countries (including without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Assignee's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Assignor is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Release and the Trademark Security Agreement, the term "**proceeds**" includes (a) whatever was acquired upon the sale, lease, license, exchange or other disposition of the Trademark Collateral; (b) whatever was collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Assignor is the loss payee thereof); and (f) whatever was receivable or received when the Trademark Collateral or proceeds were sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

Assignor hereby releases and discharges its security interest in all of Assignee's right, title and interest in and to the Trademark Collateral, including but not limited to the Trademarks listed on Schedule A hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the Order and the Plan to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release in the applicable governmental office or agency.


Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Trademark Collateral.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee has caused this **RELEASE OF SECURITY INTEREST IN TRADEMARKS** to be duly executed and delivered by its officer thereunto duly authorized as of the 9 day of March, 2010.

ASSIGNOR:

BNP PARIBAS, as Administrative Agent

By: 
Name: **CECILE SCHERER**
Title: **Director**
Banking Group

By: 
Name: **ANGELO MAIELLO**
Title: **Vice President**
Financial Sponsors Credit Management

**SCHEDULE A TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Registered Trademarks:

| | Trademark Description | Owner | Registration Number | Registration Date |
|-----|------------------------------------|-----------------------|----------------------------|--------------------------|
| 1. | BARE ESSENTUALS | Bare Escentuals, Inc. | 1539966 | 05/23/89 |
| 2. | BAREMINERALS | Bare Escentuals, Inc. | 2321607 | 02/22/00 |
| 3. | BUZZ (To be Abandoned) | Bare Escentuals, Inc. | 2211150 | 12/15/98 |
| 4. | CLEAR SKIES | Bare Escentuals, Inc. | 2444998 | 04/17/01 |
| 5. | CUSH | Bare Escentuals, Inc. | 2745500 | 08/05/03 |
| 6. | FOR PLAY | Bare Escentuals, Inc. | 2209077 | 12/08/98 |
| 7. | MAKEUP SO PURE YOU CAN SLEEP IN IT | Bare Escentuals, Inc. | 2701193 | 03/25/03 |
| 8. | MINERAL VEIL | Bare Escentuals, Inc. | 2885884 | 09/21/04 |
| 9. | PEACE & QUIET (To Be Abandoned) | Bare Escentuals, Inc. | 2212978 | 12/22/98 |
| 10. | SWIRL, TAP, BUFF | Bare Escentuals, Inc. | 2848678 | 06/01/04 |
| 11. | UP & AT 'EM (To be Abandoned) | Bare Escentuals, Inc. | 2212977 | 12/22/98 |
| 12. | WARMTH | Bare Escentuals, Inc. | 2914247 | 12/28/04 |
| 13. | WARMTH (Fragrances only) | Bare Escentuals, Inc. | 2845839 | 05/25/04 |

Pending Trademarks:

| | Trademark Description | Owner | Application Number | Filing Date |
|-----|---|-----------------------|---------------------------|--------------------|
| 1. | A FOUNDATION THAT WORKS WITH YOUR SKIN NOT AGAINST IT | Bare Escentuals, Inc. | 76/333924 | 11/05/01 |
| 2. | BARE ESSENTUALS (Stylized) | Bare Escentuals, Inc. | 76/527462 | 07/03/03 |
| 3. | BARECITRUS | Bare Escentuals, Inc. | 76/555499 | 10/30/03 |
| 4. | BARELAVENDER | Bare Escentuals, Inc. | 76/555638 | 10/30/03 |
| 5. | BAREMINERALS (Stylized) | Bare Escentuals, Inc. | 76/626493 | 12/29/04 |
| 6. | BAREROSE | Bare Escentuals, Inc. | 76/555639 | 10/30/03 |
| 7. | BAREVITAMINS | Bare Escentuals, Inc. | 76/610056 | 09/03/04 |
| 8. | BAREVITAMINS (Stylized) | Bare Escentuals, Inc. | 76/615350 | 10/06/04 |
| 9. | BE AT HOME | Bare Escentuals, Inc. | 76/520722 | 06/03/03 |
| 10. | BEAUTY BY NUMBERS | Bare Escentuals, Inc. | 76/595790 | 06/07/04 |
| 11. | BEAUTYRX | Bare Escentuals, Inc. | 76/503937 | 04/04/03 |
| 12. | BLENDABLE EYE | Bare Escentuals, Inc. | 76/582145 | 03/19/04 |
| 13. | COMPLEXION PERFECTION | Bare Escentuals, Inc. | 76/535097 | 08/06/03 |
| 14. | ESCENTUAL | Bare Escentuals, Inc. | 76/555641 | 10/30/03 |
| 15. | GOSSAMER | Bare Escentuals, Inc. | 76/579812 | 03/08/04 |
| 16. | HEEL ME | Bare Escentuals, Inc. | 76/454618 | 10/02/02 |

| | Trademark Description | Owner | Application Number | Filing Date |
|-----|------------------------------|-----------------------|---------------------------|--------------------|
| 17. | I.D. (Stylized) | Bare Escentuals, Inc. | 76/294951 | 08/06/01 |
| 18. | LIP BUDS | Bare Escentuals, Inc. | 76/575045 | 12/11/04 |
| 19. | LIP QUICKIE | Bare Escentuals, Inc. | 76/528766 | 07/09/03 |
| 20. | MAGIC WAND BRUSHLESS MASCARA | Bare Escentuals, Inc. | 76/562057 | 11/26/03 |
| 21. | MAKE IT CLEAR | Bare Escentuals, Inc. | 76/617634 | 10/26/04 |
| 22. | PATENT LEATHER LIPS | Bare Escentuals, Inc. | 76/575043 | 02/11/04 |
| 23. | PERFECT BLACK DRESS | Bare Escentuals, Inc. | 76/555425 | 10/30/03 |
| 24. | QUICK STICK | Bare Escentuals, Inc. | 76/528773 | 07/09/03 |
| 25. | SEA MIST | Bare Escentuals, Inc. | 76/555640 | 10/30/03 |
| 26. | SOY MOCHA | Bare Escentuals, Inc. | 76/469002 | 11/21/02 |
| 27. | THE ESSENTIAL BROW | Bare Escentuals, Inc. | 76/559064 | 11/13/03 |
| 28. | TOTALLY BARE | Bare Escentuals, Inc. | 76/595981 | 06/07/04 |
| 29. | WEARABLE LIP | Bare Escentuals, Inc. | 76/527476 | 07/03/03 |
| 30. | WIDE AWAKE | Bare Escentuals, Inc. | 76/569932 | 01/14/04 |