

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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: 40

Property Type	Number	Word Mark
Registration Number:	2444998	CLEAR SKIES
Registration Number:	2701193	MAKEUP SO PURE YOU CAN SLEEP IN IT
Registration Number:	1539966	BARE ESSENTUALS
Registration Number:	2321607	BAREMINERALS
Registration Number:	2211150	BUZZ
Registration Number:	2745500	CUSH
Registration Number:	2209077	FOR PLAY
Registration Number:	2212978	PEACE & QUIET
Registration Number:	2212977	UP & AT 'EM
Registration Number:	1243255	BARE ESSENTUALS
Registration Number:	2127757	POWER BATH
Serial Number:	76527462	BARE ESSENTUALS
Serial Number:	76575043	PATENT LEATHER LIPS
Serial Number:	76436618	TAKE TIME OFF

CH \$1015.00 2444998

Serial Number:	76559064	THE ESSENTIAL BROW
Serial Number:	76527477	WARMTH
Serial Number:	76527476	WEARABLE LIP
Serial Number:	76333924	A FOUNDATION THAT WORKS WITH YOUR SKIN, NOT AGAINST IT
Serial Number:	76582145	BLENDABLE EYE
Serial Number:	76555499	BARECITRUS
Serial Number:	76555638	BARELAVENDER
Serial Number:	76520722	BE AT HOME
Serial Number:	76555639	BAREROSE
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:	76515425	MINERAL VEIL
Serial Number:	76575045	LIP BUDS
Serial Number:	76555425	PERFECT BLACK DRESS
Serial Number:	76528773	QUICK STICK
Serial Number:	76555640	SEA MIST
Serial Number:	76469002	SOY MOCHA
Serial Number:	76443195	SWIRL, TAP, BUFF
Serial Number:	76528766	LIP QUICKIE
Serial Number:	76421254	WARMTH
Serial Number:	76569932	WIDE AWAKE
Serial Number:	76562057	MAGIC WAND BRUSHLESS MASCARA
Serial Number:	76503937	BEAUTYRX

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

ATTORNEY DOCKET NUMBER:	055660/0035
NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	03/10/2010
Total Attachments: 7 source=Trademark Release of Reel 3010, Frame 0183#page1.tif source=Trademark Release of Reel 3010, Frame 0183#page2.tif source=Trademark Release of Reel 3010, Frame 0183#page3.tif source=Trademark Release of Reel 3010, Frame 0183#page4.tif source=Trademark Release of Reel 3010, Frame 0183#page5.tif source=Trademark Release of Reel 3010, Frame 0183#page6.tif source=Trademark Release of Reel 3010, Frame 0183#page7.tif	

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 June 10, 2004 (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 June 10, 2004 (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 June 10, 2004 (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 June 10, 2004 (the "**Trademark Security Agreement**");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 13, 2004, at Reel 3010/Frame 0183; 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.

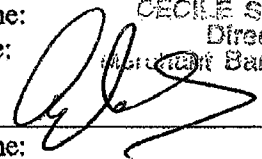
[SIGNATURE PAGE FOLLOWS]

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
Investment Banking Group

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

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

Mark	Country of Filing	Serial Number	Filing Date	Registration Number	Registration Date
Clear Skies	United States	75-656,433	March 9, 1999	2,444,998	April 17, 2001
Makeup So Pure You Can Sleep In It	United States	76-267,579	June 6, 2001	2,701,193	March 25, 2003
Bare Escentuals	United States	73-720,085	April 1, 1988	1,539,966	May 23, 1989
Bareminerals	United States	75-655,198	March 8, 1999	2,321,607	February 22, 2000
Buzz	United States	75-405,251	December 15, 1997	2,211,150	December 15, 1998
Cush	United States	75-656,434	March 9, 1999	2,745,500	August 5, 2003
For Play	United States	75-405,253	December 15, 1997	2,209,077	December 8, 1998
Peace & Quiet	United States	75-405,252	December 15, 1997	2,212,978	December 22, 1998
Up & At 'Em	United States	75-405,250	December 15, 1997	2,212,977	December 22, 1998
Bare Escentuals	United States	73-321,765	August 3, 1981	1,243,255	June 21, 1983
Power Bath	United States	75-094,389	April 25, 1996	2,127,757	January 6, 1998
Bare Escentuals	United States	76-527,462	July 3, 2003		
Patent Leather Lips	United States	76-575,043	February 11, 2004		
Take Time Off	United States	76-436,618	August 1, 2002		
The Essential Brow	United States	76-559,064	November 13, 2003		
Warmth	United States	76-527,477	July 3, 2003		
Wearable Lip	United States	76-527,476	July 3, 2003		

Mark	Country of Filing	Serial Number	Filing Date	Registration Number	Registration Date
A Foundation That Works With Your Skin, Not Against It	United States	76-333,924	November 5, 2001		
Blendable Eye	United States	76-582,145	March 19, 2004		
Barecitrus	United States	76-555,499	October 30, 2003		
Barelavender	United States	76-555,638	October 30, 2003		
Be At Home	United States	76-520,722	June 3, 2003		
Barerose	United States	76-555,639	October 30, 2003		
Complexion Perfection	United States	76-535,097	August 6, 2003		
Escentual	United States	76-555,641	October 30, 2003		
Gossamer	United States	76-579,812	March 8, 2004		
Heel Me	United States	76-454,618	October 2, 2002		
i.d.	United States	76-294,951	August 6, 2001		
Mineral Veil	United States	76-515,425	May 19, 2003		
Lip Buds	United States	76-575,045	February 11, 2004		
Perfect Black Dress	United States	76-555,425	October 30, 2003		
Quick Stick	United States	76-528,773	July 9, 2003		
Sea Mist	United States	76-555,640	October 30, 2003		
Soy Mocha	United States	76-469,002	November 21, 2002		
Swirl, Tap, Buff	United States	76-443,195	August 23, 2002		

Mark	Country of Filing	Serial Number	Filing Date	Registration Number	Registration Date
Lip Quickie	United States	76-528,766	July 9, 2003		
Warmth	United States	76-421,254	June 14, 2002		
Wide Awake	United States	76,569-932	January 14, 2004		
Magic Wand Brushless Mascara	United States	76,562-057	November 26, 2003		
Beautyrx	United States	76-503,937	April 4, 2003		