



### **ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT** is made this 22nd day of December, 1997 by Joseph M. Segel an individual ("Assignor") to the Segel Partnership II, L.P. ("Assignee").

**WHEREAS**, Assignor has adopted and is currently using the trademarks and registrations set forth on Annex I hereto, which are in use in the United States and Europe in connection with cosmetics and skin care products (the "trademarks and names") and which are eligible for registration in other countries;

**WHEREAS**, by this Assignment, Assignor transfers his entire interest in the trademarks and names as related to cosmetics and skin care products to Assignee;

**NOW, THEREFORE**, in consideration for \$1.00 (One Dollar) in hand paid, and for other valuable consideration, Assignor hereby sells, assigns, transfers and sets over to Assignee the Assignor's entire right, title and interest in and to the trademarks and names set forth in Annex I as related to cosmetics and skin care products, along with the goodwill appurtenant thereto, and assigns to and authorizes Assignee to file or prosecute in its name, applications, in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said trademarks and names, may be registered, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, sale and transfer not been made; and

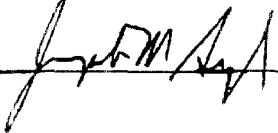
Assignor hereby covenants that he has the full right to convey the entire interest herein assigned, and that he has not executed and will not execute any agreement in conflict herewith, and he further covenants and agrees that he will, each time request is made and without undue delay,

execute and deliver all such papers as may be necessary or desirable to perfect the title to said trademarks and names to Assignee, its successors, assigns, nominees, or legal representatives, and he agrees to communicate to Assignee or to its nominee all known facts respecting said trademarks and names, to testify in any legal proceedings, to sign all lawful papers, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees, and legal representatives to obtain and enforce for their own benefit proper protection for said trademarks and names.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue future trademark registrations, to issue to said Assignee the entire right, title and interest in any and all registrations, in accordance with the terms of this Assignment.

**IN WITNESS WHEREOF**, Assignor has hereunto set his hand and seal.

**JOSEPH M. SEGEL**



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Date: December 22, 1997

ASSIGNMENT

Joseph M. Segel ("Assignor") hereby assigns to Segel Partnership II, L.P. the royalty payments due to Assignor under that certain agreement among QVC, Inc., International Skincare Research, Inc. and Mirador International, Inc. dated March 1, 1997; which royalties have been assigned by Mirador International, Inc. to Joseph M. Segel pursuant to that certain assignment dated October 1, 1997.

Date: December 22, 1997

  
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Joseph M. Segel

**U.S. TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Issued</u></b>
LE MIRADOR	2,093,359	September 2, 1997

**COMMON LAW MARKS**

<b><u>Mark</u></b>	<b><u>Goods</u></b>
Le Mirador	Cosmetics, namely skin care products
Le Mirador Spa	Cosmetics, namely skin care products
Mirador	Cosmetics, namely skin care products

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RECORDED: 08/04/1998

TRADEMARK  
REEL: 1765 FRAME: 0202