

MRD 9-25-98

10-09-1998

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

REC



SHEET Y U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): DERMABLEND, INC. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other

2. Name and address of receiving party(ies) Name: Foothill Capital Corporation, as Collateral Agent Internal Address: Street Address: 11111 Santa Monica Boulevard City: Los Angeles State: CA ZIP: 90025 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other UCC-1 Financing Statement Execution Date: August 27, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)

1,234,213 2,070,695 1,282,015 2,157,342 Additional numbers attached? [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kirby Chin, Esq. Schulte Roth & Zabel LLP Internal Address: Street Address: 900 Third Avenue City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 17 7. Total fee (37 CFR 3.41).....\$ 415.00 [] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Joyce I. Francis Name of Person Signing [Signature] Signature 9-11-98 Date Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK RECEIVED SEP 28 1998 U.S. PATENT & TRADEMARK OFFICE TRADEMARK FEE PROCESS.

40.00 DP 40.00 DP 375.00 DP 10/04/1998 TRADEMARK RECEIVED 01 FEB 481 02 FEB 482

SCHEDULE II

Trademarks

<u>TRADEMARKS</u>	<u>REGISTRATION NO./ SERIAL NO.</u>
CHROMOTONE	1,234,213
DERMABLEND	1,282,015
DERMABLEND ACTIVE	2,070,695
DERMABLEND A ACTIVE	2,157,342
DERMABLEND CORRECTIVE COSMETICS	1,707,669
DERMABLEND QUICK-FIX	1,721,034
LEG & BODY PERFECTION KIT	75/051,150
WRINKLE-FIX	1,697,784
DERMABLEND	26,651 (Puerto Rico)
DERMABLEND	5,485 (U.S. Virgin Islands)
COMPLEXION CONFIDENCE	Common Law
DERMABLEND LITE	74/539,439
DERMABLEND BODY TOUCH	74/372,071
DERMABLEND BODY MOIST	74/372,070
DERMABLEND SUN ALERT	74/372,069
THE DERMABLEND DAB-PAT TECHNIQUE	74/365,039
THE DERMABLEND DAB-PAT TECHNIQUE	74/356,474
DERMABLEND LITE	74/313,413

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

REORDER FROM
Registró, Inc.
 514 PIERCE ST
 ANOKA, MN 55303
 (612) 421-1713

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

108717

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) DERMABLEND, INC. 8522 South Lafayette Avenue Chicago, Illinois 60602	2. Secured Party(ies) and address(es) Foothill Capital Corporation, as Collateral Agent 11111 Santa Monica Boulevard Los Angeles, California 90025	For Filing Officer (Date, Time, Number, and Filing Office)
Tax ID/Social Security No.	Tax ID/Social Security No.	

4. This financing statement covers the following types (or items) of property:

This Financing Statement covers all of the Debtor's right, title and interest in and to all patents, patent applications, trademarks, trademark registrations, trademark applications, copyrights, copyright registrations, copyright applications and license agreements and covenants not to sue in respect of the foregoing, in each case whether now or hereafter existing and whether now owned or hereafter acquired of every kind and description, as more fully described in Schedule A attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)	Filed with: Patent and Trademark Office
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.	
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.	

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

DERMABLEND, INC.

By: Robert W. Pines Signature(s) of Debtor(s)

By: _____ Signature(s) of Secured Party(ies)

SCHEDULE A

to UCC-1 Financing Statement Naming:

DERMABLEND, INC.,
as Debtor

and

FOOTHILL CAPITAL CORPORATION,
as Collateral Agent

This Financing Statement covers all of the right, title and interest of the Debtor, whether now owned or hereafter acquired, of every kind and description, (collectively, the "Collateral"):

(a) all of Debtor's patents issued or assigned to and all patent applications made by Debtor, including, without limitation, the patents and patent applications listed on Schedule I hereto, along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iv) rights to sue for past, present and future infringements thereof (collectively, the "Patents");

(b) all of Debtor's trademarks (including service marks), federal and state trademark registrations and applications made by Debtor, common law trademarks and trade names owned by or assigned to Debtor and all registrations and applications for the foregoing, including, without limitation, the registrations and applications listed on Schedule II hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "Trademarks");

(c) all of Debtor's copyrights owned by or assigned to Debtor, including, without limitation, the registrations and applications listed on Schedule III hereto, along with any and all (i) renewals and extensions thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "Copyrights");

(d) all of Debtor's license agreements and covenants not to sue with any other party with respect to any Patent, Trademark, or Copyright listed on Schedule IV hereto, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable to Debtor with respect thereto, including, without limitation, damages and payments for past present or future breaches thereof, (iii) rights to sue for past, present and future breaches thereof, and (iv) any other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights (collectively, the "Licenses");

(e) the entire goodwill of Debtor's business and other general intangibles, including, without limitation, know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae connected with the use of and symbolized by the Trademarks of Debtor; and

(f) all "proceeds" (as such term is defined in the applicable Uniform Commercial Code of this state and under other relevant law) of any of the foregoing.

SCHEDULE I

Patents

None.

SCHEDULE III

Copyrights

None.

SCHEDULE IV

License Agreement

None.