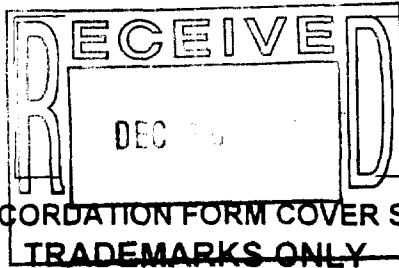


*MRL*  
*12-16-98*



12-21-1998



100925215

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/17/1998 SSMITH 00000175 75496517

FOR OFFICE USE ONLY

01 FC:401  
02 FC:482

40.00 DP  
1550.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1825 FRAME: 0388

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75496517"/>	<input type="text" value="75497000"/>	<input type="text" value="75449568"/>	<input type="text" value="1993659"/>	<input type="text" value="1610973"/>	<input type="text" value="1461561"/>
<input type="text" value="75418392"/>	<input type="text" value="75313284"/>	<input type="text" value="75313288"/>	<input type="text" value="2088865"/>	<input type="text" value="1798464"/>	<input type="text" value="1779575"/>
<input type="text" value="75313283"/>	<input type="text" value="75313282"/>	<input type="text" value="75313281"/>	<input type="text" value="1104594"/>	<input type="text" value="1096398"/>	<input type="text" value="1094866"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Manjari M. Datta  
Name of Person Signing

*Manjari M. Datta*  
Signature

December 15, 1998  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75313280"/>	<input type="text" value="75313279"/>	<input type="text" value="75223265"/>
<input type="text" value="75223988"/>	<input type="text" value="75077445"/>	<input type="text" value="75060220"/>
<input type="text" value="75053124"/>	<input type="text" value="75036898"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1025556"/>	<input type="text" value="1873537"/>	<input type="text" value="1873536"/>
<input type="text" value="1874984"/>	<input type="text" value="1899531"/>	<input type="text" value="1994284"/>
<input type="text" value="1588468"/>	<input type="text" value="1583239"/>	<input type="text" value="1498248"/>
<input type="text" value="1457890"/>	<input type="text" value="1367271"/>	<input type="text" value="1357528"/>
<input type="text" value="1329184"/>	<input type="text" value="1338664"/>	<input type="text" value="1334996"/>
<input type="text" value="1138931"/>	<input type="text" value="1189687"/>	<input type="text" value="1138932"/>
<input type="text" value="1384891"/>	<input type="text" value="1137142"/>	<input type="text" value="1114783"/>

**Additional Registration Numbers**

1120813  
1105859  
1114776  
1133921  
1109835  
1109834  
1096399  
1096397  
1096396  
0914333  
0948347  
0766858  
1107684  
1105861  
1105860  
1103266

File Number 4876-771-1

**COPY**

# State of Illinois Office of The Secretary of State

Whereas,

THE REINSTATEMENT OF  
QUINTESSENCE INCORPORATED  
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAS BEEN FILED  
IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS  
CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 24<sup>TH</sup> day of AUGUST A.D. 19 98 and of the Independence of the United States the two hundred and 23<sup>RD</sup>.



*George H. Ryan*

Secretary of State

C-212.2

Form **BCA-12.45/13.60**  
(Rev. Mar. 1996)

APPLICATION FOR REINSTATEMENT  
of  
DOMESTIC OR FOREIGN CORPORATIONS

**COPY**  
File # 4876-771-1

George H. Ryan #1  
Secretary of State  
Department of Business Services  
Springfield, IL 62753

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

This space for use by Secretary of State

**FILED**

AUG 24 1998

GEORGE H. RYAN  
SECRETARY OF STATE

**SECRETARY OF STATE**

This space for use by Secretary of State

Date 08-24-98  
Filing Fee \$100.00  
Approved: *MM*

- (a) Corporate name as of the date of issuance of the certificate of dissolution or revocation:  
Quintessence Incorporated
- (b) Corporate name as changed: \_\_\_\_\_
- (c) If a foreign corporation having a certificate of authority under an assumed corporate name restriction, the assumed corporate name: \_\_\_\_\_

**EXPEDITED**

AUG 24 1998

**SECRETARY OF STATE** (Note 1)

(Note 2)

- State of incorporation: Illinois
- Date that the certificate of dissolution or revocation was issued: November 1, 1996
- Name and address of the Illinois registered agent and the Illinois registered office, upon reinstatement: (Note 3) NOTICE! Completion of item #4 does not constitute a registered agent or office change. See note #3 on back of this form.
 

Registered Agent	<u>CT Corporation System</u>		
	<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>
Registered Office	<u>208 LaSalle Street</u>		
	<i>Number</i>	<i>Street</i>	<i>Suite # (A P.O. Box alone is not acceptable)</i>
	<u>Chicago IL</u>	<u>60604-1136</u>	<u>Cook</u>
	<i>City</i>	<i>Zip Code</i>	<i>County</i>

5. This application is accompanied by all delinquent report forms together with the filing fees, franchises taxes, license fee and penalties required. **YES**

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated August 19 19 98

attested by *James Williams*  
(Signature of Secretary or Assistant Secretary)

James Williams  
(Type or Print Name and Title) Secretary

Quintessence Incorporated  
(Exact Name of Corporation)

by *Daniel J. Finnegan*  
(Signature of President or Vice President)

Daniel J. Finnegan  
(Type or Print Name and Title) Vice-President

**JOINT WRITTEN CONSENT OF DIRECTORS  
AND SOLE STOCKHOLDER**

**OF**

**QUINTESSENCE INCORPORATED**

**August 19, 1998**

The undersigned, being all the directors and the sole stockholder of Quintessence Incorporated, an Illinois corporation (the "Corporation"), do hereby take pursuant to Sections 7.10 and 8.45(a) of the Business Corporation Act of 1983 of the State of Illinois, as amended, the following actions by written consent:

**RESOLVED:** That the Articles of Incorporation of the Corporation be amended so as to change the name of the Corporation to "Q Merger Corp."; that the President and Vice President are hereby authorized and directed to prepare, execute and file with the Secretary of State of the State of Illinois Articles of Amendment to the Articles of Organization of the Corporation in such form as reflects and makes effective said change; and that the effective date of such corporate name change shall be the date upon which all documents necessary to perfect the corporate name change are accepted for filing by the Secretary of State of Illinois.

**RESOLVED:** That the Corporation merge (the "Merger") itself with and into Coty US Inc., a Delaware corporation ("Coty US"); that the Agreement and Plan of Merger between the Corporation and Coty US, in substantially the form attached hereto as Exhibit A (the "Merger Agreement"), be, and it hereby is, adopted and approved; and that the President and Vice President of the Corporation be, and each of them acting singly hereby is, authorized to execute and deliver the Merger Agreement in the name and on behalf of the Corporation, with such additions, deletions or changes therein as such President or Vice President in his sole discretion deems necessary, desirable, convenient or appropriate and consistent with the best interests of the Corporation, his execution and delivery thereof to be conclusive evidence of his authority to so act and of this approval thereof.

**RESOLVED:** That the effective date of such Merger is and shall be the date upon which all documents or instruments necessary to perfect the Merger pursuant to the requirements of the Illinois Business Corporation Act of 1983 and the General Corporation Law of the State of Delaware are accepted for filing

by the appropriate office of the State of Illinois and the State of Deiaaware, respectively.

**RESOLVED:**


That the proper officers of the Corporation be, and each of them singly hereby is, authorized and empowered to exccute and deliver such documents, instruments and certificates, make any payments and to take all actions as in the officer's judgment may be necessary, desirable or appropriate in order to effectuate the intent and purposes of the foregoing resolutions.



The undersigned further direct that this Consent, which may be executed in counterparts, shall take effect immediately as of the date first above written and shall be filed in the minute book of the Corporation with the minutes of the meetings of the Board of Directors.

DIRECTORS:

  
\_\_\_\_\_  
Jean-Andre Rougeot

  
\_\_\_\_\_  
Stephen D. Ford

SOLE STOCKHOLDER:

COTY US, INC.

By: 

\_\_\_\_\_  
Daniel J. Finnegan  
Vice President

**EXHIBIT A****AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER, dated as of the 26th day of August, 1998 between Coty US Inc., a corporation organized under the laws of the State of Delaware ("Coty US"), and Q Merger Corp., a corporation organized under the laws of the State of Illinois ("Q Merger Corp."). Coty US and Q Merger Corp. are hereinafter sometimes called the "Constituent Corporations." Q Merger Corp. is hereinafter also sometimes referred to as the "Merged Corporation," and Coty US is hereinafter also sometimes referred to as the "Surviving Corporation."

**WITNESSETH THAT:**

**WHEREAS**, the Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that Q Merger Corp. be merged with and into Coty US under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the applicable provisions of the Illinois Business Corporation Act of 1983, as amended (the "IBCA") and the Delaware General Corporation Law (the "DGCL"); and

**WHEREAS**, Coty US, by its certificate of incorporation has an authorized capital stock consisting of (i) 2,000 shares of common stock, par value \$1.00 per share, of which 100 shares of such common stock is now issued and outstanding, and (ii) 1,100 shares of preferred stock, par value \$.01 per share, consisting of 1,000 shares of Series A Preferred Stock, of which 1,000 shares are issued and outstanding, and 100 shares of Series B Preferred Stock, of which 100 shares are issued and outstanding; and

**WHEREAS**, Q Merger Corp. by its articles of organization has an authorized capital stock consisting of 10,000,000 shares of common stock, no par value, of which 100 shares of such common stock are now issued and outstanding and held by Coty US; and

**WHEREAS**, the registered office of Q Merger Corp. in the State of Illinois is located at the offices of CT Corporation System, 208 South La Salle Street, Chicago, IL 60604-1136; and the registered office of Coty US in the State of Delaware is located at the offices of The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801;

**NOW, THEREFORE**, the Constituent Corporations, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

**FIRST:** Coty US hereby merges into itself Q Merger Corp. and Q Merger Corp. shall be and hereby is merged into Coty US which shall be the Surviving Corporation. The separate existence of Q Merger Corp. shall cease at the effective date of the merger, except insofar as it

may be continued by law or in order to carry out the purposes of this Agreement and Plan of Merger and except as continued in the Surviving Corporation.

**SECOND:** The certificate of incorporation of Coty US as in effect on the date of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the charter document of the Surviving Corporation.

**THIRD:** Each share of common stock of the Merged Corporation which shall be outstanding on the effective date of this merger, shall, without any further action on the part of anyone, be canceled on and as of the effective date of the merger.

**FOURTH:** The terms and conditions of the merger are as follows:

(a) The by-laws of the Surviving Corporation as they shall exist on the effective date of this merger shall be and remain the by-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified.

(c) At and after the effective date of the merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Corporations; all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the merger herein

provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(e) This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The merger shall take effect when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the IBCA and the DGCL, are accepted for filing by the appropriate office of the State of Illinois and the State of Delaware, respectively.

(f) This Agreement and Plan of Merger may be terminated or abandoned by (a) either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (b) the mutual consent of the Constituent Corporations, each acting by its Board of Directors, at any time after such adoption by such stockholders and prior to the effective date of the merger. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

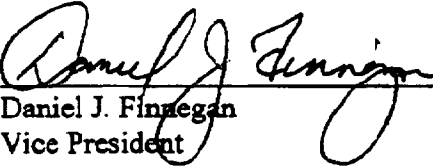
(g) All corporate acts, plans, policies, approvals and authorizations of Q Merger Corp., its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on Q Merger Corp. The employees of Q Merger Corp. shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of Q Merger Corp.

(h) From the effective date of the merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement and Plan of Merger.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Vice President and attested by the Secretary, as indicated below, of each party hereto.

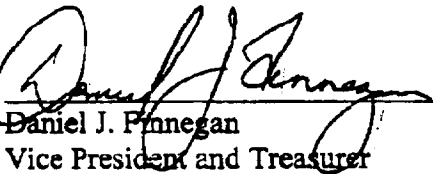
COTY US INC.

By:   
Daniel J. Finnegan  
Vice President


ATTEST:

By:   
James H. Williams, Jr.  
Secretary

Q MERGER CORP.

By:   
Daniel J. Finnegan  
Vice President and Treasurer

ATTEST:

By:   
James H. Williams, Jr.  
Secretary

File Number 4876-771-1

State of Illinois  
Office of  
The Secretary of State

Whereas,

ARTICLES OF MERGER OF  
COTY US INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 28TH day of AUGUST A.D. 19 98 and of the Independence of the United States the two hundred and 23RD .



*George H. Ryan*

Secretary of State

C-2122

TRADEMARK  
REEL: 1825 FRAME: 0401

Form **BCA-11.25**

(Rev. Jan. 1995)

**ARTICLES OF MERGER  
CONSOLIDATION OR EXCHANGE**

File #

**D4874-771-1**

George H. Ryan  
Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-6961

**SUBMIT IN DUPLICATE**

**FILED**

**AUG 28 1998**

**GEORGE H. RYAN  
SECRETARY OF STATE**

This space for use by  
Secretary of State

Date **8/28/98**

Filing Fee \$ **100.00**

Approved: 

**DO NOT SEND CASH!**  
Remit payment in check or money  
order, payable to "Secretary of State."  
Filing Fee is \$100, but if merger or  
consolidation of more than 2 corpo-  
rations, \$50 for each additional cor-  
poration.

1. Names of the corporations proposing to ~~consolidate~~<sup>merge</sup> ~~consolidate~~ and the state or country of their incorporation:

Name of Corporation	State or Country Of Incorporation	Corporation File No.
Coty US Inc.	Delaware	
Q Merger Corp.	Illinois	

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the ~~new~~<sup>surviving</sup> ~~corporation~~ corporation: Coty US Inc.  
(b) It shall be governed by the laws of: Delaware

4. Plan of ~~consolidation~~<sup>merger</sup> ~~exchange~~ is as follows: see Agreement and Plan of Merger attached hereto as Exhibit A.

If not sufficient space to cover this point, add one or more sheets of this size.

**EXPEDITED**

**AUG 28 1998**

**SECRETARY OF STATE**

merger

5. Plan of ~~consolidation~~ ~~exchange~~ was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30 —90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 (§ 11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation

<u>0 Merger Corp.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. (Not applicable if surviving, new or acquiring corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.



7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. (Not applicable to 100% owned subsidiaries) The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was \_\_\_\_\_, 19 \_\_\_\_\_.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received?  Yes  No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom firms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated August 26, 19 98

attested by [Signature]  
(Signature of Secretary or Assistant Secretary)

James H. Williams, Jr. Secretary  
(Type or Print Name and Title)

Coty US Inc.  
(Exact Name of Corporation)

by [Signature]  
(Signature of President or Vice President)

Daniel J. Finnegan, Vice President  
(Type or Print Name and Title)

Dated August 26, 19 98

attested by [Signature]  
(Signature of Secretary or Assistant Secretary)

James H. Williams, Jr., Secretary  
(Type or Print Name and Title)

Q Merger Corp.  
(Exact Name of Corporation)

by [Signature]  
(Signature of President or Vice President)

Daniel J. Finnegan, Vice President  
(Type or Print Name and Title)

Dated \_\_\_\_\_, 19 \_\_\_\_\_

attested by \_\_\_\_\_  
(Signature of Secretary or Assistant Secretary)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Exact Name of Corporation)

by \_\_\_\_\_  
(Signature of President or Vice President)

\_\_\_\_\_  
(Type or Print Name and Title)

**EXHIBIT A****AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER, dated as of the 26th day of August, 1998 between Coty US Inc., a corporation organized under the laws of the State of Delaware ("Coty US"), and Q Merger Corp., a corporation organized under the laws of the State of Illinois ("Q Merger Corp."). Coty US and Q Merger Corp. are hereinafter sometimes called the "Constituent Corporations." Q Merger Corp. is hereinafter also sometimes referred to as the "Merged Corporation," and Coty US is hereinafter also sometimes referred to as the "Surviving Corporation."

**WITNESSETH THAT:**

**WHEREAS**, the Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that Q Merger Corp. be merged with and into Coty US under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the applicable provisions of the Illinois Business Corporation Act of 1983, as amended (the "IBCA") and the Delaware General Corporation Law (the "DGCL"); and

**WHEREAS**, Coty US, by its certificate of incorporation has an authorized capital stock consisting of (i) 2,000 shares of common stock, par value \$1.00 per share, of which 100 shares of such common stock is now issued and outstanding, and (ii) 1,100 shares of preferred stock, par value \$.01 per share, consisting of 1,000 shares of Series A Preferred Stock, of which 1,000 shares are issued and outstanding, and 100 shares of Series B Preferred Stock, of which 100 shares are issued and outstanding; and

**WHEREAS**, Q Merger Corp. by its articles of organization has an authorized capital stock consisting of 10,000,000 shares of common stock, no par value, of which 100 shares of such common stock are now issued and outstanding and held by Coty US; and

**WHEREAS**, the registered office of Q Merger Corp. in the State of Illinois is located at the offices of CT Corporation System, 208 South La Salle Street, Chicago, IL 60604-1136; and the registered office of Coty US in the State of Delaware is located at the offices of The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801;

**NOW, THEREFORE**, the Constituent Corporations, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

**FIRST:** Coty US hereby merges into itself Q Merger Corp. and Q Merger Corp. shall be and hereby is merged into Coty US which shall be the Surviving Corporation. The separate existence of Q Merger Corp. shall cease at the effective date of the merger, except insofar as it

may be continued by law or in order to carry out the purposes of this Agreement and Plan of Merger and except as continued in the Surviving Corporation.

**SECOND:** The certificate of incorporation of Coty US as in effect on the date of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the charter document of the Surviving Corporation.

**THIRD:** Each share of common stock of the Merged Corporation which shall be outstanding on the effective date of this merger, shall, without any further action on the part of anyone, be canceled on and as of the effective date of the merger.

**FOURTH:** The terms and conditions of the merger are as follows:

(a) The by-laws of the Surviving Corporation as they shall exist on the effective date of this merger shall be and remain the by-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified.

(c) At and after the effective date of the merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Corporations; all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the merger herein.

provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(e) This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The merger shall take effect when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the IBCA and the DGCL, are accepted for filing by the appropriate office of the State of Illinois and the State of Delaware, respectively.

(f) This Agreement and Plan of Merger may be terminated or abandoned by (a) either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (b) the mutual consent of the Constituent Corporations, each acting by its Board of Directors, at any time after such adoption by such stockholders and prior to the effective date of the merger. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

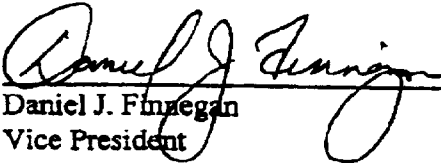
(g) All corporate acts, plans, policies, approvals and authorizations of Q Merger Corp., its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on Q Merger Corp. The employees of Q Merger Corp. shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of Q Merger Corp.

(h) From the effective date of the merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement and Plan of Merger.

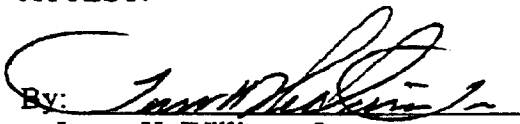
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IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Vice President and attested by the Secretary, as indicated below, of each party hereto.

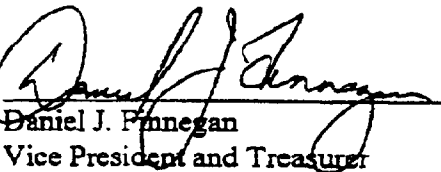
COTY US INC.

By:   
Daniel J. Finnegan  
Vice President

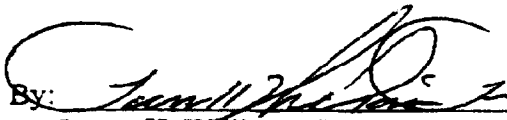
ATTEST:

By:   
James H. Williams, Jr.  
Secretary

Q MERGER CORP.

By:   
Daniel J. Finnegan  
Vice President and Treasurer

ATTEST:

By:   
James H. Williams, Jr.  
Secretary