12-23-1998

100928388

SHEET

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

1. Name of conveying party(ies):

BANKERS TRUST COMPANY

MRD
12-21-98

[ ] Individual [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation of Delaware
[ ] Other_____

Additional name(s) of conveying party(ies) attached?
[ ] Yes [x] No

2. Name and address of receiving party(ies):

QUINTESSENCE INCORPORATED
(formerly Beecham Cosmetics, Inc.)
c/o Tsumura International Inc.
300 Lighting Way
Secaucus, NJ 07096-1578

RECEIVED
1998 DEC 21 PM 3:31
OPR/FINANCE

[ ] Individual(s) citizenship_____
[ ] Association
[ ] General Partnership - State ( )
[ ] Limited Partnership - State ( )
[X] Corporation of Delaware
[ ] Other_____

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

3. Nature of conveyance:

[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] Other Release of Security Agreement

Execution Date December 22, 1988

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
697889
951482
951501
1325304

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Eugene L. Keogh
Address: TSUMURA INTERNATIONAL INC.
300 Lighting Way
Secaucus, NJ 07096-1578

Telephone: (201) 223-8038

12/22/1998 DNGUYEN 00000117 397889
01 FC:481 40.00 OP
02 FC:482 75.00 OP

6. Total number of applications and registrations involved: 4

7. Total Fee (37 CFR 3.41)
$ 115.00

[X] Enclosed
[ ] Charge deficiency or credit overpayment to Deposit Account

Per Assignment Division directive a duplicate of this page is not attached

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.

Eugene L. Keogh
Eugene L. Keogh

December 18, 1998
Date

Total number of pages submitted: 5

194705

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT made as of this 22 day of December, 1988 by Bankers Trust Company ("Bankers Trust") to Quintessence Incorporated, formerly Beecham Cosmetics, Inc. ("Quintessence") and Vitabath Acquisition Company ("VAC").

WITNESSETH:

WHEREAS, Quintessence executed and delivered that certain Collateral Assignment of Trademarks dated August 2, 1988 (the "Collateral Agreement") pursuant to which Quintessence granted a security interest in, and made a collateral assignment of, its trademarks as security for certain obligations of Quintessence to Bankers Trust;

WHEREAS, on October 31, 1988 Quintessence transferred certain of its assets, including the "Released Trademarks" and the "Related Rights" (as such terms are defined below), to VAC, subject to the liens, security interests and other interests of Bankers Trust;

WHEREAS, VAC is a party to an Agreement dated as of November 18, 1988, pursuant to which VAC has sold all of its right, title and interest in, inter alia, the trademarks and trade names and registrations and applications therefor described on Exhibit A-1 attached hereto (the "Released Trademarks"), and all proceeds thereof, together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, and together with the goodwill of the business associated with the Released Trademarks (all such proceeds, rights, renewals, extensions and goodwill are hereinafter called the "Related Rights"); and

WHEREAS, Bankers Trust has agreed to release its security interest in, and to reassign, the Released Trademarks and Related Rights in connection with such sale;

NOW, THEREFORE, in consideration of the foregoing:

1. Bankers Trust hereby releases its security interest in the Released Trademarks and Related Rights.

2. Bankers Trust hereby reassigns, grants and conveys to Quintessence and/or VAC, without any representation, recourse or undertaking by Bankers Trust, all of Bankers Trust's right, title and interest in and to the Released Trademarks and the Related Rights.

3. Except with respect to the Released Trademarks and the Related Rights, the Collateral Agreement shall remain in full force and effect, and this Release and Reassignment shall not affect the security interest of Bankers Trust in, or the collateral assignment to Bankers Trust of, any trademarks, trade names, registrations, applications, proceeds, rights, renewals, extensions or goodwill other than the Released Trademarks and Related Rights.

IN WITNESS WHEREOF, Bankers Trust has caused this Release and Reassignment to be executed by its duly authorized officer as of the date first above written.

BANKERS TRUST COMPANY

By: _____
Vice President

Agreed and Accepted as of this 22 day of December, 1988.

QUINTESSENCE INCORPORATED

By: Marc Lange
Its: Vice President

VITABATH ACQUISITION COMPANY

By: Paul Adams
Its: President

STATE OF NEW YORK)
) SS.
COUNTY OF _____)

On this 20 day of December, 1988, before me personally appeared Michael V. Stiglianese, to me known to be the individual who executed the foregoing instrument, and he acknowledged to me that he executed the same as the duly authorized officer of Bankers Trust Company.

Suzanne McCormack
Notary Public

Nassau County, _____

My commission expires:

SUZANNE E. MCCORMACK
NOTARY PUBLIC, State of New York
No. 4861058
Qualified in Nassau County
Commission Expires May 27, 1991

TRADEMARK
REEL: 1830 FRAME: 0559

EXHIBIT A-1

VITABATH	697889	United States
VITABATH	951482	United States
VITABATH	951501	United States
VITABATH	1030490	United States
VITABATH PLUS	1325304	United States
VITAEUROPA	1152840	United States
VITA EUROPA	SN699934	United States
VITAFLEX	SN710157	United States
VITA-PINE	943769	United States
Green & Yellow Package Design	942435	United States