

01-31-2000



and original documents or copies

101254191

MD 99
12.20.01

To the Honorable Commissioner of Pa
thereof.

1. Name of conveying party(ies):
COSMOLAB, INC.

- Individuals
- General Partnership
- Corporation-Tennessee
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)
SANFORD, L.P.

Address:
2711 Washington Blvd
Bellwood, Illinois 60104

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: Illinois
- Corporation-State: _____
- Other: _____

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 31, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Schedule "A"

Additional numbers attached? Yes No

5. Mail correspondence to:

Richard M LaBarge
MARSHALL, O' TOOLE, GERSTEIN,
MURRAY & BORUN
6300 Sears Tower -- 233 South Wacker Drive
Chicago, Illinois 60606
(312) 474-6300

6. Total number of applications and registrations involved: 5

7. Attached is a check in the amount of \$140.00 the total fee due pursuant to 37 C.F.R. §3.41.

8. Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 C.F.R. §3.41, or credit any overpayment, to Deposit Account No. 13-2855. A copy of this Recordation Form Cover Sheet is enclosed.

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.

James P. Zebun
Name of Person Signing

[Signature]
Signature

12-15-99
Date

01/28/2000 DNDUYEN

01 FC:481
02 FC:482

40.00 DP
100.00 DP

Total number of pages comprising cover sheet: 5

RECEIVED
1999 DEC 20 AM 9:55
OPR/FINANCE

SCHEDULE "A"

TRADEMARK	REGISTRATION NO.
COSMO	1,045,202
COSMOLAB	1,045,707
COSMOLAB	941,652
PROMISE	749,521
MONALISA	406,073

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets ("Assignment") is by and between Cosmolab, Inc., a Tennessee corporation ("Assignor"), and Sanford, L.P., an Illinois limited partnership ("Assignee").

WHEREAS, Assignor has acquired an interest in various intellectual property assets in the course of its business and desires to transfer such assets to Assignee, and Assignee desires to acquire those assets; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor (collectively, the "Federal Marks") listed in Schedule A; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various foreign trademark and service mark registrations and applications therefor (collectively, the "Foreign Marks") listed in Schedule A; and

WHEREAS, in the United States, the Assignor owns all right, title and interest in and to the United States patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Federal Patents"); and,

WHEREAS, outside the United States, the Assignor owns all right, title and interest in and to the foreign patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Foreign Patents"); and,

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Marks, Foreign Marks, Federal Patents, and Foreign Patents (together, the "ASSETS"), and Assignor agrees to cause the same to be assigned; and

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.
2. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.
3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.
4. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 31 day of

December, 1998.

COSMOLAB, INC.

By: Wita M. Crawford
Its: President / CEO

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 31 day of December, 1998, before me appeared Wista M. Crawford, who, being by me duly sworn, did say that she is the President/CEO of Cosmolab, Inc., a corporation of the State of Tennessee, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Christine R. del Prado

Notary Public



My commission expires: 2-26-03

SCHEDULE A

(2 Pages)

Federal Trademarks

Trademark	Registration No.	Registration Date
COSMO	1,045,202	Aug. 3, 1976
COSMOLAB	1,045,707	Sep. 6, 1975
COSMOLAB	941,652	Aug. 22, 1972
PROMISE	749,521	May 14, 1963
MONALISA	406,073	Mar. 7, 1944

Foreign Trademarks

Country	Trademark	Reg. No.	Reg. Date
Australia	COSMOLAB	A343967	Mar. 17, 1980
Canada	COSMOLAB	TMA250018	Aug. 20, 1980
Mexico	COSMOLAB	280997	

Federal Patents

Patent No.	Title	Country	Date Issued
4,828,419	Cake cosmetic applicator	U.S.A.	May 9, 1989
5,120,529	Water based nail polish	U.S.A.	Jun. 9, 1992
5,753,243	Plasticized high water content cosmetic gel composition and pencil therefore	U.S.A.	May 19, 1998
D368,553	Cosmetic marker	U.S.A.	April 2, 1996

Foreign Patents and Applications

Patent/Apl. No.	Title	Country	Date Issued/ Filed
1,275,971	Cake cosmetic applicator	Canada	Nov. 6, 1990
263,329	Cake cosmetic applicator	EPO	Sep. 15, 1987
2,205,880	Plasticized high water content cosmetic gel composition and pencil therefore	Canada	Apr. 30, 1998
970104963	Plasticized high water content cosmetic gel composition and pencil therefore	Argentina	Oct. 27, 1997
PI9705150-0	Plasticized high water content cosmetic gel composition and pencil therefore	Brazil	Oct. 27, 1997
237156/97	Plasticized high water content cosmetic gel composition and pencil therefore	Japan	Sep. 2, 1997
97115041.9	Plasticized high water content cosmetic gel composition and pencil therefore	China	May 13, 1998
PV3044-97	Plasticized high water content cosmetic gel composition and pencil therefore	Czech Republic	Sep. 26, 1997
97305066.9	Plasticized high water content cosmetic gel composition and pencil therefore	EPO	Jul. 10, 1997
978387	Plasticized high water content cosmetic gel composition and pencil therefore	Mexico	Oct. 31, 1997
PV1335-97S	Plasticized high water content cosmetic gel composition and pencil therefore	Slovakia	Oct. 2, 1997
391,322	Water-based Nail varnish	EPO	Apr. 30, 1990