



06-23-2000

U.S. Patent & TMO/c/TM Mail Rcpt. Dt. #40

6.23.00

CERTIFICATE OF EXPRESS MAILING

I hereby certify that this document was deposited with the U.S. Postal Service, Express Mail Post Office to Addressee Service Express Mail No. EL498959435US to: Assistant Commissioner for Trademarks
Box Assignment
2900 Crystal Drive
Arlington, Virginia 22202-3513
This 19 day of June, 2000.

Lisa M. Gigliotti

07-20-2000



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

Please record the attached original documents or copy thereof.

1. Name of Conveying Party:

Kiehl's Since 1851, Inc.
New York Corporation

2. Name and Address of Receiving Party:

Cosmair Creative, Inc.
575 Fifth Avenue
New York, New York 10017
Delaware Corporation

3. Nature of Conveyance: Assignment
Execution Date: June 1, 2000

4. Trademark Registration Nos. / Application Serial Nos.:
75/817,398; 1,618,321; 75/735,604; 1,687,343;
75/819,552; 75/818,065

5. Name and address of party to whom correspondence concerning document should be mailed:

Lisa M. Gigliotti, Esq.
Cosmair Creative, Inc.
575 Fifth Avenue
New York, New York, 10017

Total number of registrations/applications involved: 6

Total Fee (37 CFR § 3.41): \$165.00 Check No. 643008 is attached.

07/20/2000 MTHAI1 00000056 75817398

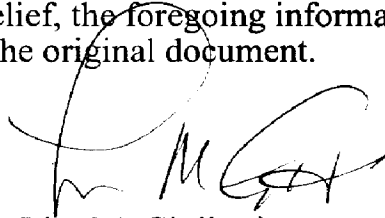
01 FC:481
02 FC:482

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125.00 OP

**TRADEMARK
REEL: 002105 FRAME: 0001**

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.

Dated:

A handwritten signature in black ink, appearing to read 'Lisa M. Gigliotti', written in a cursive style.

Lisa M. Gigliotti

Total: Seven pages



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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and executed effective as of June 1st, 2000, by Kiehl's Since 1851, Inc., a New York corporation ("Assignor"), in favor of Cosmair Creative, Inc., a Delaware corporation ("Assignee"), pursuant to the Asset Purchase Agreement, dated as of April 14, 2000 (the "Asset Purchase Agreement"), among Cosmair, Inc., Assignor, Jami Morse Heidegger and Klaus Heidegger. Capitalized terms used in this Assignment that are not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor has certain rights with respect to the Intellectual Property and is the owner of the trademarks, service marks, trademark registrations, service mark registrations, trademark applications and service mark applications listed on Exhibit A attached hereto and made a part hereof (collectively, the "Trademarks"), as well as the goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks;

WHEREAS, pursuant to §11(d)(x) of the Asset Purchase Agreement, Cosmair, Inc. has assigned to the Assignee certain of its rights and obligations under the Asset Purchase Agreement, including the right to purchase the Trademarks;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Transfer of Trademarks. Assignor hereby assigns to Assignee Assignor's entire right, title and interest, worldwide, in and to (i) the Trademarks and all registrations thereof and applications therefor, together with all of the goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks, and (ii) any and all other trademark and/or service mark rights and/or interests owned or held by Assignor, in each case, other than the "Heidegger", "Klaus Heidegger", "Heidegger's", "Klaus Heidegger's" and "Jami Morse Heidegger" names, including without limitation common law rights, tag lines, product names and slogans, together with all of the goodwill associated with, corresponding to, symbolized by and embodied in such rights and/or interests.

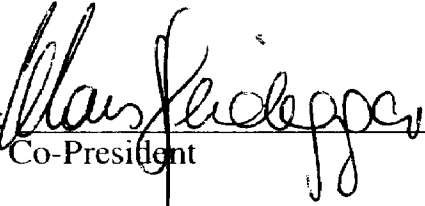
2. Cooperation. From time to time after the date hereof, at the sole expense of the Assignee, Assignor shall execute and deliver such other reasonable documents (including, without limitation, confirmatory assignments as may be reasonably required by any foreign laws) and perform such other acts as may reasonably be requested by Assignee to effect the terms of this Assignment.

3. Obligations. Nothing contained in this Assignment shall be deemed to modify, limit extend or amend any of the rights or obligations of any party hereto under the Asset Purchase Agreement, including Cosmair, Inc.'s obligation in connection with permitted assignments under §11(d)(x) of the Asset Purchase Agreement to remain responsible for all of its obligations thereunder.

4. Miscellaneous. This Assignment is executed and delivered in connection with the transactions contemplated by the Asset Purchase Agreement, and the parties acknowledge that the terms of this Assignment will be interpreted and construed in accordance with the terms of the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first above written.

KIEHL'S SINCE 1851, INC.

By: 
Co-President

ASSIGNMENT OF TRADEMARKS

EXHIBIT A

[ATTACHED]

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EXHIBIT A.doc

Mark	Country	Classes	App. Number	App. Date	Reg. Number	Reg. Date	Status
CLOSE SHAVERS SQUADRON	United States	3	73/581,351	2/5/86	1,431,665	3/10/87	Cancelled
CREME DE CORPS	United States	1	75/817,398	10/12/99	1,431,664	3/10/87	PENDING
COOGLÉ FOGGER	United States	3	71/581,350	2/5/86			Cancelled
KIEHL'S	Argentina	3	2,251,230	11/10/99	717,930	8/29/97	PENDING
KIEHL'S	Australia	3	717,930	9/23/96			REGISTERED
KIEHL'S	Brazil	3, 20	822,108,364	10/15/99			PENDING
KIEHL'S	Canada	3	1,031,543	10/7/99			PENDING
KIEHL'S	China (People's Republic Of)	3	9,900,126,216	10/23/99			Proposed
KIEHL'S	Colombia	3		2/14/00			Pending
KIEHL'S	European Union	3, 41, 42	99,811,207	8/9/99	396,10,188	7/16/96	REGISTERED
KIEHL'S	France	3	396,10,188,7	3/2/96	8,003,70 OF	4/16/92	REGISTERED
KIEHL'S	Germany	1	9,210,385	4/16/92	1994		REGISTERED
KIEHL'S	Hong Kong	1					PENDING
KIEHL'S	Mexico	3	399,021	11/15/99			PENDING
KIEHL'S	Philippines	3	104,578	12/11/95			PENDING
KIEHL'S	Russian Federation	3	99,718,876	11/15/99			REGISTERED
KIEHL'S	Singapore	1	2,106,92	3/24/92	82,106/92	3/24/92	REGISTERED
KIEHL'S	South Korea	1	96-52,840	11/28/96	442,294	2/22/99	REGISTERED
KIEHL'S	South Korea	12	96-52,841	11/28/96	142,295	9/27/96	REGISTERED
KIEHL'S	Sweden	13	96-1,945	2/20/96	317,774	10/16/92	REGISTERED
KIEHL'S	Taiwan	3	81,014,827	3/28/92	512,527	12/16/92	REGISTERED
KIEHL'S	Taiwan	5	81,014,828	3/28/92	578,702	10/11/92	REGISTERED
KIEHL'S	Taiwan	6	81,014,826	3/28/92	571,687	10/25/93	REGISTERED
KIEHL'S	Taiwan	7	229,638	6/22/92	TM 6,052	10/16/90	REGISTERED
KIEHL'S	Thailand	3	1,444,126	10/16/90	81,444,126	10/23/90	REGISTERED
KIEHL'S	United Kingdom	3	73/832,326	10/19/89	1,618,321		PENDING
KIEHL'S	United States	3	75/715,604	6/23/99			PENDING
KIEHL'S "SUN SHIELD" SUNBLOCK WITH SPF 15 (stylized)	United States	3					PENDING
KIEHL'S (stylized)	France	3	N/A	9/15/99	1,687,343	5/12/92	REGISTERED
KIEHL'S DISPENSARY	United States	4, 2	248/35,901	3/8/90			Registered
KIEHL'S PHARMACY	Japan	4			2,390,346		Registered

TRADEMARK

<u>Mark</u>	<u>Country</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
KIEHL'S PRESCRIPTIONS FOR SKIN CARE	United States	3					Abandoned
KIEHL'S SINCE 1851, INC.	Japan	4	1-129,632	11/14/89	2,543,294	5/11/93	REGISTERED
REPAIRATEUR DRAWING PASTE	United States	3	75/819,552	10/18/99			PENDING
SHINE 'N LITE GROOM	United States	3	75/818,065	10/13/99			PENDING

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