

09-06-2000

RECORDATION FC
TRADEMAR



101450399

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

I. Name of conveying party(ies): 7-31-00
 Tinkerbell, Inc.
 3 Landmark Square, 5th Floor
 Stamford, CT 06901-2501

Individual(s) Association
 General Partnership Limited Partnership
 Corporation -- New York
 Other _____

2. Name and Address of receiving party(ies)

Name: Guus Wauben Holding B.V.
 Address: Herengracht 548
 1017 CG Amsterdam

Individual(s) citizenship
 Corporation - Netherlands
 Association
 General Partnership
 Limited Partnership

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 No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 30, 1999

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

A. Trademark Application No.(s)
 75/388253

B. Trademark Registration No.(s)
 2331096

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Deborah K. Squiers, Esq.
 Cowan, Liebowitz & Latman, P.C.
 1133 Avenue of the Americas
 New York, NY 10036-6799

6. Total number of applications and registrations involved:
 2

7. Total fee (37 CFR 3.41)..... \$ 65

Enclosed
 Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. _____
 (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.

Deborah K. Squiers Deborah Squiers 7/31/00
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail to: Commissioner of Patents & Trademarks

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01 FC:481
02 FC:482

40.00 OP
 25.00 OP

SAF/SAF/19235/00/427395.1

Express Mail® certificate, Washington, D.C. 20231 EL0097115214S
 Date of Deposit 7-31-00
 I hereby certify that this paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Honorable Commissioner of Patents and Trademarks, 2000 Capitol Mall, Arlington, VA 22204-6000.

Esther Setzer
 (Print or type name in full)

Attorney Ref. 19235-00

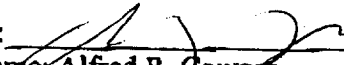
TRADEMARKS - US

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Guus Wauben Holding B.V., hereby appoints Deborah K. Squiers, Jeffrey H. Epstein, Arthur J. Greenbaum, David Goldberg, William M. Borchard, Baila H. Celedonia, Mary L. Kevlin, Lynn S. Fruchter and all other attorneys of Cowan, Liebowitz & Latman, P.C., 1133 Avenue of the Americas, New York, New York 10036-6799 as its domestic representative upon whom notices or process in proceedings affecting the Trademark set forth below may be served.

Trademarks	Application No.	Registration No.
TINKERBELL	75/388253	
TINKERBELL		2331096

GUUS WAUBEN HOLDING B.V.

By: 
Name: Alfred R. Cowger
Title: Managing Director

an officer of the corporation

Dated: July 25, 2000

ASSIGNMENT OF TRADEMARKS

WHEREAS, Tinkerbelle, Inc. a New York corporation, having an address at 3 Landmark Square, 5th Floor, Stamford, CT 06901-2501 (hereinafter "Assignor") has used or intends to use the trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, service names, service name rights, brand names, trade dress, business and product names, logos and slogans including but not limited to those listed on Schedule A attached hereto (hereinafter referred to as "the said marks"); and

WHEREAS, Guus Wauben Holding B.V., a Netherlands corporation, through its agent St. Honoré Holding, Inc., a Delaware corporation (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said marks in the United States and throughout the world and to the pending or issued registrations also including but not limited to those set forth on Schedule A attached hereto (hereinafter referred to as "the said registrations"), together with the goodwill of the business in connection with which the said marks and said registrations are used and which are symbolized by the said marks and said registrations, along with all claims and causes of action for infringement arising after July 30, 1999;

NOW, THEREFORE, for good and valuable consideration including, without limitation, the consideration paid to Assignor pursuant to that certain Asset Purchase Agreement by and among DPC Acquisition Corp., Assignor and certain other affiliates of Assignor dated as of June 28, 1999 (the "Asset Purchase Agreement"), receipt of which is hereby acknowledged, pursuant to and in accordance with the Asset Purchase Agreement, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the said marks and registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said marks and registrations are used and which are symbolized by the said marks and registrations, along with all claims and causes of action for infringement arising after July 30, 1999;

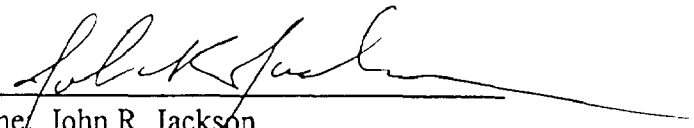
Assignor agrees to, at Assignee's request and without expense (including without limitation expenses relating to records), execute and deliver such other instruments and take such other actions as Assignee may reasonably request to more effectively put Assignee in possession and operating control of all or any part of said marks and registrations. Assignor will cooperate with Assignee to deliver such bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer (including but not limited to assignment of any said marks and registrations in recordable form), in form and substance reasonably satisfactory to Assignee and its counsel, as are commercially reasonable under the circumstances to vest in Assignee good and valid title to said marks and registrations free and clear of any Encumbrances (as such term is defined in the Asset Purchase Agreement); provided, however, that Assignor shall have no obligation to record any of said marks and the parties shall be responsible for fees, taxes and expenses as set forth in the Asset Purchase Agreement. Assignee shall be responsible for all fees or taxes associated with the generation of any endorsement,

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assignment and other good and sufficient instruments of conveyance as contemplated by the Asset Purchase Agreement.

TINKERBELL, INC.

By: 

Name: John R. Jackson

Title: Vice President and Secretary

SCHEDULE A

Marks

Renaissance Cosmetics, Inc.

<u>Record Owner:</u> <u>Country</u>	<u>TINKERBELL, INC.</u> <u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
Aruba	TINKERBELL	3			14228	1/1/86	Registered
Australia	TINKERBELL	5		10/30/97	747546	10/30/97	Registered
Belize	TINKERBELL	3	4815	9/4/79	4815	9/4/79	Registered
Benelux	TINKERBELL	3	42887	10/29/79	363614	10/29/79	Registered
Brazil	TINKERBELL	NA 20	815080590	9/12/89	815080590	6/23/92	Registered
Canada	TINKERBELL		0244857	3/21/58	TMA118276	5/27/60	Registered
Canada	TINKERBELL		0253125	9/28/59	TMA126108	4/13/62	Registered
Chile	TINKERBELL	3	99,911	12/22/81	391480	12/17/92	Registered
China (People's Republic Of)	TINKERBELL	3, 18					DOCKETED
Costa Rica	TINKERBELL	3			40662	5/20/70	Registered
Cyprus	TINKERBELL	3	22461	3/24/82	22461	3/24/82	Registered
Cyprus	TINKERBELL	3	1526	12/5/80	1526	12/5/80	Registered
Denmark	TINKERBELL	3	VA25734989	4/11/89	VR5430/1991	8/30/91	Registered
Dominican Republic	TINKERBELL	NA 50		8/31/82	34412	8/31/82	Registered
Finland	TINKERBELL	3	1187/80	2/25/80	81559	5/5/82	Registered
France	TINKERBELL	14 28	203211	4/17/90	1586801	4/17/90	Registered
France	TINKERBELL	3	529180	9/28/79	1550700	9/28/79	Registered
Germany	TINKERBELL	3 18			983599	7/27/78	Registered
Greece	TINKERBELL	3	71446	3/29/82	71446	10/18/83	Registered
Hong Kong	TINKERBELL	3	237/81	1/24/81	87/82	1/24/81	Registered

Renaissance Cosmetics, Inc.

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Iceland	TINKERBELL	3	92/1982	3/ 5/82	244/1980	9/30/82	Registered
Ireland	TINKERBELL	3	221/80	1/24/80	95637	1/24/80	Registered
Japan	TINKERBELL	3	6-82133	8/11/94	3306060	5/16/97	Registered
Kenya	TINKERBELL	3		8/10/82	30290	8/10/82	Registered
Kuwait	TINKERBELL	3	14945	10/31/82	13935	10/31/82	Registered
Liberia	TINKERBELL		28682/2514	6/18/82	28697/587	6/28/97	Registered
Mexico	TINKERBELL	3	189924	8/28/81	268334	6/28/81	Registered
Mexico	TINKERBELL	3			250672	7/ 9/80	Registered
New Zealand	TINKERBELL	3	114563	2/ 2/76	114563	2/ 2/76	Registered
Norway	TINKERBELL	3	884755	10/20/88	139823	12/28/89	Registered
Pakistan	TINKERBELL	3	109423	1/24/91	109423	1/24/91	Registered
Panama	TINKERBELL	3	23491	9/ 8/78	23491	6/26/79	Registered
Panama	TINKERBELL	5	090990	11/12/97			FILED
Puerto Rico	TINKERBELL	5	UNKNOWN	12/29/97			FILED
Singapore	TINKERBELL	3	2430/81	12/ 8/81	5605/81	12/15/81	Registered
South Africa	TINKER BELL	3	78/5192	10/27/78	78/5192	10/27/78	Registered
South Africa	TINKERBELL	25			94/4896	5/16/94	Registered
South Africa	TINKERBELL	41			80/7932	11/28/80	Registered
South Africa	TINKERBELL	16			79/4803	9/11/79	Registered
South Africa	TINKERBELL	21			79/5033	9/20/79	Registered
South Africa	TINKERBELL	14			79/2567	5/1 8/79	Registered

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South Africa	TINKERBELL	28			792569	5/18/79	Registered
South Africa	TINKERBELL	18			804405	7/7/80	Registered
South Africa	TINKERBELL	30			804406	7/7/80	Registered
South Africa	TINKERBELL	5	09716405	10/28/97			FILED
Spain	TINKERBELL	3		7/1/82	954125	7/1/82	Registered
Swaziland	TINKERBELL	3			164/1981(SA)	10/25/78	Registered
Sweden	TINKERBELL	3	88-08009	9/22/88	218116	7/27/90	Registered
Thailand	TINKERBELL	3	125042	7/15/82	81455	5/10/83	Registered
United Kingdom	TINKERBELL	14	1425292	4/18/90	1425292	4/10/90	Registered
United Kingdom	TINKERBELL	25	1425293	4/18/90	A1425293	4/18/90	Registered
United Kingdom	TINKERBELL	3	B1120107	9/4/79	1120107	9/4/79	Registered
United Kingdom	TINKERBELL	20	B1150698	3/17/81	1150698	3/17/81	Registered
United Kingdom	TINKERBELL	21	1150699 ¹	3/17/81	B1150699	3/17/81	Registered
United Kingdom	TINKERBELL	21	1265074	4/18/86	1265074	4/18/86	Registered
United Kingdom	TINKERBELL	28	1265075	4/18/86	B1265075	4/18/86	Registered
United Kingdom	TINKERBELL	5, 9	2128682	4/4/97			FILED
United Kingdom	TINKERBELL	18, 26	2148854	10/23/97	2148854	10/23/97	Registered
United States	TINKERBELL	16					DOCKETED
United States	TINKERBELL	16, 21	75388253	11/12/97			FILED
United States	TINKERBELL	5, 9	75271995	4/9/97			FILED

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Bermuda	TINKERBELL	3	9472	10/18/82	9472	10/18/82	Registered
Bolivia	TINKERBELL	3			41292	8/13/82	Registered
Bophuthatswana	TINKERBELL	3	80/0135	3/24/80	80/0135	3/24/80	Registered
Brazil	TINKERBELL	3, 2, 20, 60	815198973	10/27/89			FILED
Ecuador	TINKERBELL	3	154	1/24/80	1465-95	1/24/80	Registered
El Salvador	TINKERBELL	3	242 B.26	9/21/90	242 B.26	5/18/95	Registered
Guatemala	TINKERBELL	3			21288	10/14/69	Registered
Honduras	TINKERBELL	3	43937	2/15/82	43937	11/14/84	Registered
Italy	TINKERBELL	3	35295C/79	11/9/79	379536	11/19/85	Registered
Namibia	TINKERBELL	3	79/947	7/27/79	79/947	7/27/79	Registered
Netherlands Antilles	TINKERBELL	3	10944	3/19/79	10944	3/19/79	Registered
Peru	TINKERBELL	3	42748	2/24/81	39343	6/16/81	Registered
Taiwan	TINKERBELL	NA 6			168361	1/16/82	Registered
Uruguay	TINKERBELL	3			265296	9/16/93	Registered
Venda	TINKER BELL	3			78/5192	10/27/78	Registered
Venezuela	TINKERBELL	3	9750	11/5/81	111996	12/12/84	Registered

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United States	TINKERBELL	5	75/510867	6/30/98			FILED
Zimbabwe	TINKERBELL	3		6/25/79	348/79	6/25/79	Registered