

To the Honorable Commissioner of Patents a



1 original documents or copy thereof.

101661991

1. Name of conveying party(ies):

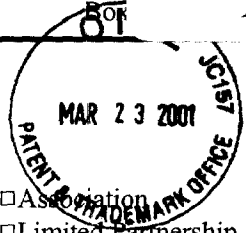
Bestform Foundations, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

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

3-23-01



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

Name: Fleet Bank, N.A., as agent

Internal Address:

Street Address: 1133 Avenue of the Americas

City New York State NY ZIP 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- 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 Document previously recorded at Reel 1490, Frames 099-125 was erroneously recorded against PRIVATE LIFE, Reg. No. 831,850, due to the inadvertent inclusion of this registration on the schedule and recordation cover sheet (See Frames 107 and 124). Document re-recorded to correct error on stated Reel.

- Merger
- Change of Name

Execution Date: June 27, 1996

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 388,062

Additional numbers attached? Yes No

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

PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006

Attn.: David C. Lee

File No.: 9492-326-999

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Please charge to the deposit account listed in Section 8, in addition to any other fees which may be due.

8. Deposit account number:

16-1150

40E

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.

David C. Lee

David C. Lee
Signature

March 23, 2001

Date

Name of Person Signing Reg. No.

04/11/2001 LMUELLER 00000285 161150 388062

Total number of pages comprising cover sheet: 28

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

TRADEMARK
REEL: 002278 FRAME: 0562

481/40 482/1575

RECORDATION FORM COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

08-06-1996

RECEIVED JUL 31 1996 RECEIPT ACTING DIV.

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To the Honorable Commiss



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Record the attached original document and a copy thereof.

1. Name of conveying party(ies)

Bestform

Foundations, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Amended and Restated Trademark Security Agreement

Execution Date: June 27, 1996

Name and address of receiving party(ies)

Name: Fleet Bank, N.A., as Agent

Internal Address:

Street Address: 1133 Avenue of the Americas

City: New York State: NY ZIP: 10036

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 W. Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 64

7. Total fee (37 CFR 3.41) \$1615.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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.

Laura Konrath

Name of Person Signing

Signature

7/25/96

Date

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

Continuation System 4

SCHEDULE OF TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Mark	Class	(1) Serial No. (2) Reg. In. No.	(1) Filing Date (2) Reg. In. Date	Proof of Use or 8 & 15	Renewal	Prior Registrations
Angela (Stylized) ⁰	25	(2) 388,062	(2) 06/10/61		06/10/01	Bestform
Angela (Stylized) (Canada) ⁰	25	(2) 152,376	(2) 08/04/67		08/04/97	Bestform
Angela (Puerto Rico) ⁰	25	(2) 18,572	(2) 10/29/73		10/29/03	Bestform
Bestform ⁰	25	(2) 562,317	(2) 07/29/52		07/29/02	Bestform
Bestform ⁰	25	(2) 920,260	(2) 09/14/71		09/14/01	Bestform
Bestform (African-Malagasy Union)	25	(2) 16,191	(2) 05/15/56		05/15/96	Bestform
Bestform (Argentina)	25	(1) 1,947,075 (replaces Reg. No. 1,104,847/6)	(1) 05/27/94		published 1/95	Bestform - Del.
Bestform + Des. (Austria) ⁰	25	(2) 128,679	(2) 12/15/89		12/31/99	Bestform
Bestform (Australia)	25	(2) 535,251	(2) 05/29/90		05/29/97	Bestform
Bestform (Bahamas) ⁰	38	(2) 3,854	(2) 01/23/65		01/23/05	Bestform
Bestform (Barbados) ⁰	25	(1)	(1) 06/18/92 (Replaces Reg. 8,524)			Bestform
Bestform (Benelux) ⁰	25	(2) 301,632	(2) 03/12/71		03/12/01	Bestform
Bestform (Benelux) ⁰	25	(2) 074,571	(2) 11/18/71		11/18/98	Bestform
Bestform (Bermuda)	38	(2) 4,800	(2) 02/08/63		02/08/05	Bestform
Bestform (Bolivia)	25	(2) 36,488	(2) 05/20/76 ^R		being renewed	Bestform
Bestform (Chile)	25	(2) 418,723	(2) 11/20/73		12/21/03	Bestform
Bestform (Colombia) ⁰	25	(2) 127,700	(2) 12/18/89		12/18/04	Bestform
Bestform (Costa Rica)	25	(2) 22,227	(2) 12/17/72 ^R		12/17/97	Bestform
Bestform (Cuba)	25	(2) 116,273	(1) 07/18/86		being renewed	Bestform
Bestform (Denmark)	25	(2) 1425-1960	(2) 06/18/60		06/18/00	Bestform
Bestform (Dominican Republic)	44	(2) 12,550	(2) 02/18/63		02/18/03	Bestform
Bestform (Ecuador) ⁰	25	(2) 1352-95	(2) 04/05/90		04/05/05	Bestform

<u>Mark</u>	<u>Class</u>	<u>Serial No.</u> <u>(2) Serial No.</u>	<u>Filing Date</u> <u>(2) Filing Date</u>	<u>Proof of Use</u> <u>or 6 & 15</u>	<u>Renewal</u>	<u>Prior Registrations</u>
Bestform (El Salvador)		(2) 5,621	(2) 06/06/58		06/06/98	Bestform
Bestform (France)	25	(2) 1,640,025	(2) 06/21/56		01/22/01	Bestform
Bestform + Des. (Germany)	25	(2) 909,480	(2) 09/01/72		09/01/02	Bestform
Bestform (Guatemala)	25	(2) 10,541	(2) 11/30/77 ^A		02/03/98	Bestform
Bestform (Haiti)	25	(2) 373/96	(2) 05/20/73 ^R	1/20/99	10/20/03	Bestform
Bestform (Honduras)		(2) 8,611	(2) 04/23/59		04/23/99	Bestform
Bestform (Hong Kong)	25	(2) 8620 of 1988	(1) 11/14/84		11/13/05	Bestform
Bestform (India)	25	(1) 635551	(1) 08/01/94			Bestform-Del.
Bestform (Indonesia)	25	(2) 220,053	(2) 06/10/87		06/10/97	Bestform
Bestform (Ireland)	25	(2) 8139472	(2) 06/01/90		05/31/97	Bestform
Bestform (Israel)	25	(1) 99620	(1) 07/13/95			Bestform-Del.
Bestform (Italy)	25	(1) M193C 005555	(1) 07/29/93	(Replaces 497,297)		Bestform-Del.
Bestform (Jamaica)	25	(2) 10,254	(2) 01/30/63		01/30/98	Bestform
Bestform (Japan) ⁰	17	(2) 1,978,728	(2) 08/19/87		05/19/97	Bestform
Bestform (Lebanon)	25	(2) 50,365	(2) 08/06/57		08/06/02	Bestform
Bestform (Mexico)	25	(1) 180,803	(1) 10/18/93			Bestform-Del.
Bestform (Morocco)	25	(2) 46,648	(2) 05/16/91		05/16/11	Bestform
Bestform (Nepal)	25	(2) 10622/052	(2) 05/15/95		05/15/02	Bestform-Del.
Bestform (Netherlands Antilles) ⁰	52	(2) 13,337	(2) 09/27/84		08/24/14	Bestform
Bestform (New Zealand) ⁰	25	(2) 8219812	(2) 07/14/92		07/12/99	Bestform
Bestform (Nicaragua)	25	(2) 12,853	(2) 09/28/63		09/27/03	Bestform
Bestform (Norway) ⁰	25	(2) 50,733	(2) 11/07/57		11/07/97	Bestform

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Mark	Class	(1) Serial No. (2) Resub'n No.	(1) Filing Date (2) Resub'n Date	Proof of Use or § 8.15	Excess	Prior Registrations
Bestform (Panama)	25	(2) 5,593	(2) 02/24/58		02/24/98	Bestform
Bestform (Paraguay)	25	(2) 163,710	(2) 09/08/73 ^R		09/08/03	Bestform
Bestform (Peru) ⁰	25	(2) 87,631	(2) 10/30/89		10/30/04	Bestform
Bestform (Philippines) ⁰	25	(2) 59491	(2) 10/11/94	10/11/00	10/11/04	Bestform
Bestform (Portugal) ⁰	25	(2) 141,935	(2) 05/20/68		05/20/98	Bestform
Bestform (Puerto Rico) ⁰	25	(2) 18,570	(2) 10/29/73		10/29/03	Bestform
Bestform (Romania)	25	(1) 24634	(1) 06/05/91		Published	Bestform
Bestform (South Africa) ⁰	25	(2) 1339/51	(2) 05/16/51		05/16/05	Bestform
Bestform (Spain)	25	(2) 538,109	(2) 06/27/67		06/27/97	Bestform
Bestform (Suriname)	25	(2) 4,200	(2) 04/03/63		04/03/03	Bestform
Bestform + Des. (Switzerland)	25	(2) 388,746	(2) 11/11/91		11/11/01	Bestform
Bestform (Taiwan)	25	(1) 85-12895	(1) 03/20/96			Bestform-Del.
Bestform (Chinese characters) (Taiwan)	25	(1) 85-12896	(1) 03/20/96			Bestform-Del.
Bestform (United Kingdom)	25	(2) 81,424,464	(2) 05/09/90		05/09/97	Bestform
Bestform (Uruguay)	25	(2) 202,543	(2) 10/16/64		being renewed	Bestform
Bestform (Venezuela)	39	(2) 51,737	(2) 07/29/66		being renewed	Bestform
Bestform (Yugoslavia)	25	(1) 2-746/91	(1) 04/17/91			Bestform
Bestform Foundations (Arg.)	25	(2) 1,303,395	(2) 08/08/88		08/08/98	Bestform
Bestform Foundations (China) ⁰	53	(2) 273,971	(2) 12/29/86		12/30/96	Bestform
Bestform Foundations (China) ⁰	57	(2) 340,278	(2) 02/20/89		02/19/99	Bestform
Bestform Beauti-Full ⁰	25	(2) 1,523,634	(2) 02/07/89	accepted	02/07/09	Bestform
Bllossom With Underscore (Stylized)	25	(2) 1,720,370	(2) 09/29/92	09/29/98	09/29/02	Bestform

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Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Registration Date	Proof of Use or 6-15	General	Prior Registrant
Body Cottons ⁰	25	(2) 1,733,253	(2) 11/17/92	11/17/98	11/17/02	Bestform
Bodylines ^B	25	(1) Serial No. not yet available				Bestform-Del.
Body Rouge	25	(1) 74/657,824	(1) 04/10/95		11/05/08	Bestform-Del./ITU
Born Free ⁰	25	(2) 859,746	(2) 11/05/68		01/01/00	Bestform
Cotton Close to You ⁰	25	(2) 1,128,666	(2) 01/01/80			Bestform
Cotton Crochet ^B	25	(1) 74/670,177	(1) 05/05/95			Bestform-Del./ITU
Cotton Lilies ⁰	25	(2) 1,272,830	(2) 04/03/84		04/03/04	Lilly of France
Cotton Next to You ⁰	25	(2) 1,128,667	(2) 01/01/80		01/01/00	Bestform
Cotton Next to Me ⁰	25	(2) 1,128,331	(2) 12/25/79		12/25/99	Bestform
Dazzler	25	(1)				Bestform-Del.
Enhance ⁰	25	(2) 806,773	(2) 04/05/66		04/05/06	Bestform
Enhance (Benelux) ⁰	25	(2) 55,578	(2) 07/29/71		07/29/01	Bestform
Enhance (Canada) ⁰	25	(2) 170/43499	(2) 03/12/52		06/23/97	Bestform
Enhance (India)	25	(1) 635550	(1) 08/01/94			Bestform-Del.
Enhance (Indonesia)	25	(1) 44, HC-010113715(1)	08/01/94			Bestform-Del.
Enhance (Nepal)	25	(2) 10621/052	(2) 05/15/95		05/15/02	Bestform-Del.
Eternal Youth (replacement) ⁰	25	(2) 1,956,676	(2) 02/13/96	02/13/02	02/13/06	Bestform
Fashion Favorites	25	(2) 1,847,748	(2) 08/02/94	08/02/00	08/02/04	Bestform - Del.
Fagination ⁰	25	(2) 698,216	(2) 5/24/60		05/23/00	Bestform
Fascination (Puerto Rico) ⁰	25	(2) 18,571	(2) 10/29/73		10/29/03	Bestform
Flirtation Walk ⁰	25	(2) 609,919	(2) 08/02/55		08/02/05	Bestform
Flirtation Walk	25	(1) 74/650,676	(1) 03/23/95			Bestform-Del.

Mark	Class	(1) Serial No. (2) Reissue No.	Filing Date (2) Renewal Date	Proof of Use or 3-5	Prior Registrant
Freedom Bra ⁰	25	(2) 1,396,882	(2) 06/10/86		Lilly of France
French Connection ⁰ (Assigned to Britonair Enterprises Limited - 1984)	25	(2) 995,877	(2) 10/15/74		Lilly of France
Cigi ⁰	25	(2) 702,635	(2) 08/09/60		Bestform
Glossies ⁰	25	(2) 1,068,184	(2) 06/21/77		Lilly of France
Glossies (Belux) ⁰	25	(2) 356,299	(2) 08/10/79		Lilly of France
Glossies (Canada) ⁰		(2) 241,062	(2) 03/14/80		Lilly of France
Glossies (Germany)	25	(2) 991,059	(2) 09/27/79		Lilly of France
Glossies (Italy)	25	(2) 382,531	(2) 11/27/85		Lilly of France
Glossies (Mexico) ⁰	25	(2) 378,405	(2) 11/06/89		Lilly of France
Glossies (U.K.)	25	(2) 1,576,119	(2) 06/23/94		Bestform-Del.
Hold-Up ⁰	25	(2) 690,308	(2) 12/22/59		Bestform
Invisibra	25	(1) 75/068,367	(1) 03/06/96		Bestform-Del.
Lace Amour ^B	25	(1) 74/724,672	(1) 09/05/95		Bestform-Del.
Lace Fantasy ⁰	25	(2) 1,450,984	(2) 08/04/87		Lilly of France
Lace Overtures ^B	25	(1) 74/671,994	(1) 05/10/95		Bestform-Del./ITU
Lace ⁰	25	(1) 74/517,105	(1) 04/25/94		Bestform - Del.
L.S.S. ⁰	25	(2) 1,475,108	(2) 02/02/88		Lilly of France
Lilbits ⁰	25	(2) 1,068,185	(2) 06/21/77		Lilly of France
Lily of France (Stylized) ⁰	25	(2) 818,303	(2) 11/08/66		Lilly of France
Lily of France (Stylized) (Argentina) ⁰	25	(2) 1,402,393	(2) 08/31/92		Lilly of France
Lily of France (Australia) ⁰	25	(2) 16,616	(2) 04/02/70		Lilly of France
Lily of France (Austria) ⁰	25	(2) 53,755	(2) 12/31/74		Lilly of France

Serial No. (1) Serial No. (2) Registration No.	Class	(1) Filing Date (2) Registration Date	Proof of Use or 3-15	Renewal	Prior Registrations
(2) 9,852	38	(2) 04/23/80		04/23/08	Lily of France
(2) 4,894	25	(2) 05/27/57		05/27/06	Lily of France
(2) 37,601	25	(2) 06/02/71		06/02/01	Lily of France
(2) 42167-A	25	(2) 12/10/80		12/10/00	Lily of France
(2) 263,342		(2) 10/16/81		10/16/11	Lily of France
(2) 390,948	25	(2) 05/17/82		08/19/02	Lily of France
(2) 247,079	53	(2) 03/29/86		03/29/96	Lily of France
(2) 128,750	25	(2) 05/23/90		05/22/05	Lily of France
(2) 15,263	25	(2) 03/16/89		06/13/98	Lily of France
(2) 26,121	44	(2) 03/11/77		03/11/97	Lily of France
(2) 1953-91	25	(2) 09/16/91		being renewed	Lily of France
(2) 57,212	25	(2) 03/10/81		03/30/00	Lily of France
(2) 16	25	(2) 11/26/82		11/26/02	Lily of France
(2) 1,566,278	25	(2) 11/30/53		12/20/99	Lily of France
(2) 930,918	25	(2) 05/09/75		03/29/03	Lily of France
(2) 2 072 231	25	(2) 07/21/94	07/21/99	09/03/03	Bestform-Del.
(2) 56,798	25	(2) 12/08/88		12/08/98	Lily of France
(2) 12,191 A	25	(2) 11/20/84		11/12/05	Lily of France
(2) 40,057	25	(2) 06/15/82		06/15/02	Lily of France
(2) 2,659	25	(2) 11/27/84		11/27/05	Lily of France
(1) 635549	25				Bestform-Del.
(2) 219,954	25	(2) 06/08/87		06/08/97	Lily of France

Mark	Class	(1)Serial No. (2)Refil'n No.	(1)Filing Date (2)Refil'n Date	Proof of Use or § 4.15	Renewal	Prior Registrant
Lily of France (Israel) ⁰	25	(2) 39,744	(2) 07/18/77		09/11/09	Lily of France
Lily of France (Italy) ⁰	25	(1)RM 92COOH218	(1) 11/20/92	Replaces 292.172		Lily of France
Lily of France (Stylized) (Japan) ⁰	27	(2) 2,310,305	(2) 05/31/91		05/31/01	Lily of France
Lily of France (Japan) ⁰	17	(2) 2,289,197	(2) 12/26/90		12/26/00	Lily of France
Lily of France (Mexico) ⁰	39	(2) 300,356	(2) 07/27/89		07/27/04	Lily of France
Lily of France (Stylized) (Morocco)	25	(2) 44,649	(2) 05/16/91		05/16/11	Lily of France
Lily of France (Nepal)	25	(2) 10920/052	(2) 06/29/95		08/29/02	Bestform-Del.
Lily of France (Netherland Ant.)	25	(2) 15,263	(2) 03/16/89		06/13/98	Lily of France
Lily of France (New Zealand)	25	(1) 219608	(1) 07/06/92			Lily of France
Lily of France (Stylized) (Nicaragua)	25	(2) 13,495 CC	(2) 12/09/81		12/08/01	Lily of France
Lily of France (Norway) ⁰	25	(2) 93,061	(2) 02/27/75		02/27/05	Lily of France
Lily of France (Panama)	25	(2) 32,371	(2) 04/09/84		being renewed	Lily of France
Lily of France (Paraguay)	25	(2) 155,892	(2) 07/29/82		07/29/02	Lily of France
Lily of France (Stylized) (Peru) ⁰	25	(2) 63,998	(2) 02/04/87		02/04/02	Lily of France
Lily of France (Philippines)	25	(1) in the process of being filled				Bestform-Del.
Lily of France (Puerto Rico)	25	(2) 18,569	(2) 10/29/73		10/29/03	Lily of France
Lily of France (Stylized) (Romania) ⁰	25,26	(2) 17,678	(2) 06/05/91 as of filing		06/05/01	Lily of France
Lily of France (Stylized) (S. Africa)	25	(2) 63/0915	(2) 03/18/63		03/18/97	Lily of France
Lily of France (Spain)	10, 25, 26	(2) 386,141	(2) 11/28/61	11/20/96(tax)	11/28/01	Lily of France
Lily of France (Stylized) (Suriname)	25	(2) 11,416	(2) 05/23/84		05/23/04	Lily of France
Lily of France (Taiwan) ⁰	44	(2) 350,131	(2) 12/16/86		12/15/96	Lily of France
Lily of France (Chinese characters)(Taiwan)	25	(1) 85-12897	(1) 03/20/96			Bestform-Del.

MARK	CLASS	(1) Serial No. (2) Renewal No.	(1) Filing Date (2) Renewal Date	Proof of Use or 3-15	Renewal	Prior Registrations
Lily of France (U.K.)	25	(2) 765,968	(2) 05/27/57		05/27/06	Lily of France
Lily of France (Uruguay) ⁰	16, 18-26	(2) 263,358	(2) 04/20/83		Ren. accepted	Lily of France
Lily of France (Uruguay)	16, 25	(2) 262,958	(2) 06/02/83		Ren. accepted	Lily of France
Lily of France (Stylized) (Venezuela)	39	(2) 65,944-F	(2) 07/15/71		03/05/01	Lily of France
Lily of France (Yugoslavia)	25	(1) 2-747/91	(1) 04/17/91		09/24/97	Lily of France
Lilly Pads ⁰	25	(2) 652,094	(2) 09/24/57			Lily of France
The Max	25	(1) 74/517,125	(1) 04/25/94			Bestform - Del.
Mirnet ⁰	25	(2) 648,342	(2) 07/09/57		07/09/97	Bestform
Nicole Duval ⁰	25	(2) 1,517,269	(2) 12/20/88		12/20/08	Nicole Duval Int., Inc.
Oblique ⁰	25	(2) 704,333 ^A	(2) 09/13/60		09/13/00	Lily of France
Playback ⁰	25	(2) 1,360,768	(2) 09/17/85		09/17/05	Bestform
Pointette ⁰	25	(2) 406,586	(2) 04/11/44		04/11/04	Bestform
Postage Stamp ⁰	25	(2) 829,833	(2) 06/06/67		06/06/07	Lily of France
private Lily transferred to Spriget - 1987		(2) 891,890	(2) 07/17/67		07/17/07	Lily of France
private world	25	(1) 1,889,960	(2) 04/18/95	04/18/01	04/18/05	Bestform-Del.
Promise ⁰	25	(2) 577,085	(2) 07/07/53		07/07/03	Bestform
Queen of Diamonds ⁰	25	(2) 807,294	(2) 04/19/66		04/19/06	Lily of France
Radiance	25	(1) 74/501,020	(1) 03/16/94			Bestform-Del.
Revard ⁰	25	(2) 690,307	(2) 12/22/59		12/22/99	Bestform
Roxin Roll ⁰	25	(2) 690,971	(2) 01/05/60		01/05/00	Bestform
Satin Romance	25	(1) 74/619,686	(1) 01/10/95			Bestform-Del.
Shape insured ⁰	25	(2) 1,033,101	(2) 02/10/76		02/10/06	Bestform

Del-31/01

Mark	Class	(1) Serial No. (2) Reg. In No.	(1) Filing Date (2) Reg. In Date	Proof of Use or 6 15	Renewal	Prior Registrations
Silver Savers ⁰	25	(2) 1,023,809	(2) 10/28/75		being renewed	Bestform
Silver Saver Plus ⁰	25	(2) 1,110,075	(2) 12/26/78		12/26/98	Bestform
Sophistication [®]	25	(1) 74/663,584	(1) 04/20/95			Bestform-Del.
Sport Frame ⁰	25	(2) 1,162,860	(2) 07/28/81		07/28/01	Lilly of France
Striped Elegance	25	(1) 74/619,685	(1) 01/10/95			Bestform-Del.
Sweaterette ⁰	39	(2) 655,887	(2) 12/17/57		12/17/97	Bestform
The Ultimate Bra	25	(1) 74/524,928	(1) 05/16/94			Bestform-Del.
The Ultratone ⁰	25	(2) 1,086,511	(2) 02/28/78		02/28/98	Bestform
The Ultratone (Canada) ⁰	25	(2) 230,768	(2) 10/20/78		10/20/08	Bestform
Tribalance (Stylized) ⁰	25	(2) 343,482	(2) 02/23/37		02/23/97	Lilly of France
Tribalance (Stylized) (Switzerland)		(2) 341,040	(2) 07/26/65		06/15/05	Lilly of France
True Cotton	25	(1) 74/700724	(1) 07/13/95			Bestform-Del.
Tribody	25	(2) 1,956,634	(2) 02/13/96	02/13/02	02/13/06	Bestform-Del.
Underscene ⁰	25	(2) 905,184	(2) 12/29/70		12/29/00	Bestform
Underscene (Austria) ⁰	25	(2) 115,295	(2) 02/27/87		02/28/97	Bestform
Underscene (BeneLux) ⁰	25	(2) 423,891	(2) 08/22/86		Being renewed	Bestform
Underscene (Germany) Replaces Reg. No. 1,117,223	25	(2) 2,055,754	(2) 02/02/94		02/23/03	Bestform-Del.
Underline in Style	25	(2) 1,972,660	(2) 05/07/96	05/07/02	05/07/06	Bestform-Del.

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TRADEMARK
FRAME: 0108

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

WHEREAS, Bestform Foundations, Inc. (formerly, Ithaca Acquisition, Inc.), a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Borrower entered into that certain Credit Agreement dated as of November 17, 1992 (as heretofore amended, the "Prior Credit Agreement") with Heller Financial, Inc. ("Heller"), as agent (the "Prior Agent") and lender, National Westminster Bank USA ("NatWest"), as co-agent and lender, and Fleet Credit Corporation, as lender (as assigned to Fleet Bank of Massachusetts, N.A. and together with Heller and Nat West, "Prior Lenders");

WHEREAS, in connection with the execution and delivery of the Prior Credit Agreement, Borrower and Prior Agent, on behalf of the Prior Lenders, entered into that certain Trademark Security Agreement dated as of November 17, 1992 (the "Existing Security Agreement");

WHEREAS, Prior Lenders assigned their loans under the Prior Credit Agreement to Lenders (as hereinafter defined) pursuant to that certain Assignment and Assumption Agreement dated as of November 22, 1994 (the "Assignment Agreement") and Borrower, the Agent and the financial institutions listed therein ("Lenders") entered into that certain Amended and Restated Credit Agreement dated as of November 22, 1994 (the "Existing Credit Agreement");

WHEREAS, in connection with the consummation of the transactions contemplated by the Assignment Agreement and the Credit Agreement, the Borrower, the Prior Agent and the Agent entered into that certain Assignment and Assumption and Amendment Agreement (Trademark Security Agreement) dated as of November 22, 1994, pursuant to which (a) Prior Agent, on behalf of Prior Lenders, assigned the security interests and other rights created under the Existing Security Agreement to Agent and Agent assumed such security interests and rights and (b) Borrower and Agent amended the Existing Security Agreement as therein set forth;

WHEREAS, Borrower, Agent and Lenders are entering into that certain Second Amended and Restated Credit Agreement of even date herewith (as amended, supplemented or modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of the date hereof between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest

TRADEMARK
REEL: 1490 FRAME: 0109

TRADEMARK
REEL: 002278 FRAME: 0573

in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired United States Trademarks (as defined in the Security Agreement), Trademark registrations and Trademark applications, together with the goodwill of the business associated with such Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Credit Agreement, Borrower and Agent wish to amend and restate the Existing Security Agreement in its entirety;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby reaffirm its previous grant to Grantee of a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1, or (b) injury to the goodwill associated with any Trademark or Trademark registration.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

-2-

TRADEMARK
REEL: 1490 FRAME: 0110

TRADEMARK
REEL: 002278 FRAME: 0574

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 27th day of June, 1996.

BESTFORM FOUNDATIONS, INC.

By: _____

Title: Senior Vice President and
Chief Financial Officer

Acknowledged:

**FLEET BANK, N.A.,
as Agent**

By: _____

Title: Vice President

- 3 -

TRADEMARK
REEL: 1490 FRAME: 0111

TRADEMARK
REEL: 002278 FRAME: 0575

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 27th day of June, 1996.

BESTFORM FOUNDATIONS, INC.

By: _____

Title: Senior Vice President and
Chief Financial Officer

Acknowledged:

**FLEET BANK, N.A.,
as Agent**

By: _____ 

Title: Vice President

- 3 -

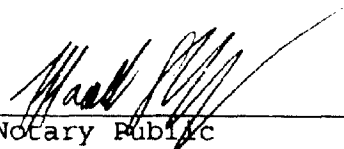
TRADEMARK
REEL: 1490 FRAME: 0112

TRADEMARK
REEL: 002278 FRAME: 0576

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 27th day of June, 1996 before me personally appeared Peter L. Johnson, to me personally known or proved to me on the basis of satisfactory evidence to be the person, described in and who executed the foregoing instrument as Senior Vice President and Chief Financial Officer of Bestform Foundations, Inc. who being by me duly sworn, did depose and say that he is Senior Vice President and Chief Financial Officer of Bestform Foundations, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{Seal}

My commission expires:

MAXWELL STOLZBERG
Notary Public, State of New York
No. 02ST3860185
Qualified in Westchester County
Commission Expires July 31, 1998

TRADEMARK
REEL: 1490 FRAME: 0113

TRADEMARK
REEL: 002278 FRAME: 0577

Schedule I to Amended
and Restated Trademar
Security Agreement

ROSTER OF U.S. & FOREIGN TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

OF

BESTFORM FOUNDATIONS, INC. (Delaware Corp.)

Updated through May 17, 1996

Prepared by COLLARD & ROE, P.C.
1077 Northern Boulevard
Roslyn, New York 11576
(516) 365-9802

bestform.tms

TRADEMARK
REEL: 1990 FRAME: 0115

KEY TO SUPERSCRIPITS APPEARING IN SCHEDULE

* = marks assigned from Poirrette to Bestform

** = formerly owned by Nicole Duval Intimates

g = indicates renewal date; first date available in our files

D Record of assignment of application to Bestform-Del. being processed

0 Confirmation of recordal of transfer of ownership to Bestform - Delaware received

8 Filed by Bestform-Delaware

TRADEMARK
REEL: 1490 FRAME: 0116

TRADEMARK
REEL: 002278 FRAME: 0580

SCHEDULE OF TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Class</u>	<u>(1)Serial No. (2)Reiss'n No.</u>	<u>(1)Filing Date (2)Reiss'n Date</u>	<u>Proof of Use or § 15</u>	<u>Renewal</u>	<u>Prior Registrations</u>
Angela (Stylized) ⁰	25	(2) 388,062	(2) 06/10/41		06/10/01	Bestform
Angela (Stylized) (Canada) ⁰	25	(2) 152,376	(2) 08/04/67		06/04/97	Bestform
Angela (Puerto Rico) ⁰	25	(2) 16,572	(2) 10/29/73		10/29/03	Bestform
Bestform ⁰	25	(2) 562,317	(2) 07/29/52		07/29/02	Bestform
Bestform ⁰	25	(2) 920,260	(2) 09/14/71		09/14/01	Bestform
Bestform (African-Halagasy Union)	25	(2) 16,191	(2) 05/15/56		05/15/96	Bestform
Bestform (Argentina)	25	(1) 1,947,075 (replaces Reg. No. 1,104,847/6)	(1) 05/27/94		Published 1/95	Bestform - Del.
Bestform + Des. (Austria) ⁰	25	(2) 128,679	(2) 12/15/89		12/31/99	Bestform
Bestform (Australia)	25	(2) 535,251	(2) 05/29/90		05/29/97	Bestform
Bestform (Bahamas) ⁰	38	(2) 3,854	(2) 01/23/63		01/23/05	Bestform
Bestform (Barbados) ⁰	25	(1)	(1) 06/18/92 (Replaces Reg. 8,524)			Bestform
Bestform (Belux) ⁰	25	(2) 301,632	(2) 03/12/71		03/12/01	Bestform
Bestform (Belux) ⁰	25	(2) 074,571	(2) 11/18/71		11/18/98	Bestform
Bestform (Bermuda)	38	(2) 4,800	(2) 02/08/63		02/08/05	Bestform
Bestform (Bolivia)	25	(2) 36,488	(2) 05/20/76 ^R		being renewed	Bestform
Bestform (Chile)	25	(2) 418,723	(2) 11/20/73		12/21/03	Bestform
Bestform (Colombia) ⁰	25	(2) 127,700	(2) 12/18/89		12/18/04	Bestform
Bestform (Costa Rica)	25	(2) 22,227	(2) 12/17/72 ^R		12/17/97	Bestform
Bestform (Cuba)	25	(2) 116,273	(1) 07/18/86		being renewed	Bestform
Bestform (Denmark)	25	(2) 1425-1960	(2) 06/18/60		06/18/00	Bestform
Bestform (Dominican Republic)	44	(2) 12,550	(2) 02/18/63		02/18/03	Bestform
Bestform (Ecuador) ⁰	25	(2) 1352-95	(2) 04/05/90		04/05/05	Bestform

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Mark	Class	(1) Serial No. (2) Regis'n No.	(1) Filing Date (2) Regis'n Date	Proof of Use or 6-15	Renewal	Prior Registrants
Bestform (El Salvador)		(2) 5,621	(2) 06/06/58		06/06/98	Bestform
Bestform (France)	25	(2) 1,640,025	(2) 06/21/56		01/22/01	Bestform
Bestform + Des. (Germany)	25	(2) 909,480	(2) 09/01/72		09/01/02	Bestform
Bestform (Guatemala)	25	(2) 10,541	(2) 11/30/77 ^R		02/03/98	Bestform
Bestform (Haiti)	25	(2) 373/96	(2) 05/20/73 ^R	1/20/99	10/20/03	Bestform
Bestform (Honduras)		(2) 8,611	(2) 04/23/59		04/23/99	Bestform
Bestform (Hong Kong)	25	(2) 8620 of 1988	(1) 11/14/84		11/13/05	Bestform
Bestform (India)	25	(1) 635551	(1) 08/01/94			Bestform-Del.
Bestform (Indonesia)	25	(2) 220,053	(2) 06/10/87		06/10/97	Bestform
Bestform (Ireland)	25	(2) 8139472	(2) 06/01/90		05/31/97	Bestform
Bestform (Israel)	25	(1) 99620	(1) 07/13/95			Bestform-Del.
Bestform (Italy)	25	(1) M193C 005555	(1) 07/29/93	(Replaces 497,297)		Bestform-Del.
Bestform (Jamaica)	25	(2) 10,254	(2) 01/30/63		01/30/98	Bestform
Bestform (Japan) ⁰	17	(2) 1,978,728	(2) 08/19/87		05/19/97	Bestform
Bestform (Lebanon)	25	(2) 50,365	(2) 08/06/57		08/06/02	Bestform
Bestform (Mexico)	25	(1) 180,803	(1) 10/18/93			Bestform-Del.
Bestform (Morocco)	25	(2) 46,648	(2) 05/16/91		05/16/11	Bestform
Bestform (Nepal)	25	(2) 10622/052	(2) 05/15/95		05/15/02	Bestform-Del.
Bestform (Netherlands Antilles) ⁰	52	(2) 13,337	(2) 09/27/84		08/24/14	Bestform
Bestform (New Zealand) ⁰	25	(2) 8219812	(2) 07/14/92		07/12/99	Bestform
Bestform (Nicaragua)	25	(2) 12,853	(2) 09/28/63		09/27/03	Bestform
Bestform (Norway) ⁰	25	(2) 50,733	(2) 11/07/57		11/07/97	Bestform

0

Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Registration Date	Proof of Use or § 15	Renewal	Prior Registrant
Bestform (Panama)	25	(2) 5,593	(2) 02/24/58		02/24/98	Bestform
Bestform (Paraguay)	25	(2) 163,710	(2) 09/08/73 ^P		09/08/03	Bestform
Bestform (Peru) ⁰	25	(2) 87,631	(2) 10/30/89		10/30/04	Bestform
Bestform (Philippines) ⁰	25	(2) 59491	(2) 10/11/94	10/11/00	10/11/04	Bestform
Bestform (Portugal) ⁰	25	(2) 141,935	(2) 05/20/68		05/20/98	Bestform
Bestform (Puerto Rico) ⁰	25	(2) 18,570	(2) 10/29/73		10/29/03	Bestform
Bestform (Romania)	25	(1) 24634	(1) 06/05/91		Published	Bestform
Bestform (South Africa) ⁰	25	(2) 1339/51	(2) 05/16/51		05/16/05	Bestform
Bestform (Spain)	25	(2) 538,109	(2) 06/27/67		06/27/97	Bestform
Bestform (Suriname)	25	(2) 4,200	(2) 04/03/63		04/03/03	Bestform
Bestform + Des. (Switzerland)	25	(2) 388,746	(2) 11/11/91		11/11/01	Bestform
Bestform (Taiwan)	25	(1) 85-12895	(1) 03/20/96			Bestform-Del.
Bestform (Chinese characters) (Taiwan)	25	(1) 85-12896	(1) 03/20/96			Bestform-Del.
Bestform (United Kingdom)	25	(2) 81,424,464	(2) 05/09/90		05/09/97	Bestform
Bestform (Uruguay)	25	(2) 202,543	(2) 10/16/64		being renewed	Bestform
Bestform (Venezuela)	39	(2) 51,737	(2) 07/29/66		being renewed	Bestform
Bestform (Yugoslavia)	25	(1) 2,746/91	(1) 04/17/91			Bestform
Bestform Foundations (Arg.)	25	(2) 1,303,395	(2) 08/08/88		08/08/96	Bestform
Bestform Foundations (China) ⁰	53	(2) 273,971	(2) 12/29/86		12/30/96	Bestform
Bestform Foundations (China) ⁰	57	(2) 340,270	(2) 02/20/89		02/19/99	Bestform
Bestform Beauti-Full ⁰	25	(2) 1,523,634	(2) 02/07/89	accepted	02/07/09	Bestform
Blossom with Underscore (stylized)	25	(2) 1,720,370	(2) 09/29/92	09/29/98	09/29/02	Bestform

2

<u>Mark</u>	<u>Class</u>	<u>(1) Serial No.</u> <u>(2) Regis'n. No.</u>	<u>(1) Filing Date</u> <u>(2) Regis'n. Date</u>	<u>Proof of Use</u> <u>or 8 & 15</u>	<u>Renewal</u>	<u>Prior Registrations</u>
Body Cottons ⁰	25	(2) 1,733,253	(2) 11/17/92	11/17/98	11/17/02	Bestform
Bodylines ^B	25	(1) Serial No. not yet available				Bestform-Del.
Body Rouge	25	(1) 74/657,824	(1) 04/10/95			Bestform-Del./ITU
Born Free ⁰	25	(2) 859,746	(2) 11/05/68		11/05/08	Bestform
Cotton Close to You ⁰	25	(2) 1,128,666	(2) 01/01/80		01/01/00	Bestform
Cotton Crochet ^B	25	(1) 74/670,177	(1) 05/05/95			Bestform-Del./ITU
Cotton Lilies ⁰	25	(2) 1,272,030	(2) 04/03/84		04/03/04	Lilly of France
Cotton Next to You ⁰	25	(2) 1,128,667	(2) 01/01/80		01/01/00	Bestform
Cotton Next to Me ⁰	25	(2) 1,128,331	(2) 12/25/79		12/25/99	Bestform
Dazzler	25	(1)				Bestform-Del.
Enhance ⁰	25	(2) 806,773	(2) 04/05/66		04/05/06	Bestform
Enhance (Benelux) ⁰	25	(2) 55,578	(2) 07/29/71		07/29/01	Bestform
Enhance (Canada) ⁰	25	(2) 170/43499	(2) 03/12/52		06/23/97	Bestform
Enhance (India)	25	(1) 635550	(1) 08/01/94			Bestform-Del.
Enhance (Indonesia)	25	(1) H.C. 010113715(1)	08/01/94			Bestform-Del.
Enhance (Nepal)	25	(2) 10621/052	(2) 05/15/95		05/15/02	Bestform-Del.
Eternal Youth (Replacement) ⁰	25	(2) 1,956,676	(2) 02/13/96	02/13/02	02/13/06	Bestform
Fashion Favorites	25	(2) 1,847,748	(2) 08/02/94	08/02/00	08/02/04	Bestform - Del.
Fashionation ⁰	25	(2) 698,216	(2) 5/24/60		05/23/00	Bestform
Fashionation (Puerto Rico) ⁰	25	(2) 18,571	(2) 10/29/73		10/29/03	Bestform
Fashionation Walk ⁰	25	(2) 609,919	(2) 08/02/55		08/02/05	Bestform
Fashionation Walk	25	(1) 74/650,476	(1) 03/23/95			Bestform-Del.

Mark	Class	(1) Serial No. (2) Registr'n. No.	(1) Filing Date (2) Registr'n. Date	Proof of Use or 8 & 15	Renewal	Prior Registrant
Freedom Br ^o	25	(2) 1,396,882	(2) 06/10/86		06/10/06	Lily of France
French Convention ⁺ (+Assigned to Briardene Enterprises Limited - 1984)	25	(2) 995,877	(2) 10/15/74		10/15/04	Lily of France
Gigi ^o	25	(2) 702,635	(2) 08/09/60		08/09/00	Bestform
Glossies ^o	25	(2) 1,068,184	(2) 06/21/77		06/21/97	Lily of France
Glossies (Benelux) ^o	25	(2) 356,299	(2) 08/10/79		01/17/99	Lily of France
Glossies (Canada) ^o		(2) 241,062	(2) 03/16/80		03/16/10	Lily of France
Glossies (Germany)	25	(2) 991,059	(2) 09/27/79		01/16/99	Lily of France
Glossies (Italy)	25	(2) 382,531	(2) 11/27/85		01/22/99	Lily of France
Glossies (Mexico) ^o	25	(2) 378,405	(2) 11/06/89		11/06/04	Lily of France
Glossies (U.K.)	25	(2) 1,576,119	(2) 06/23/94		06/23/04	Bestform-Del.
Hold-up ^o	25	(2) 690,308	(2) 12/22/59		12/22/99	Bestform
Invisibra	25	(1) 75/068,367	(1) 03/06/96			Bestform-Del.
Tece Amour ^o	25	(1) 74/724,672	(1) 09/05/95			Bestform-Del.
Tece Fantasy ^o	25	(2) 1,450,984	(2) 08/04/87		06/04/07	Lily of France
Tece Overtures ^o	25	(1) 74/671,994	(1) 05/10/95			Bestform-Del./ITU
Tece S.S. ^o	25	(1) 74/517,105	(1) 04/25/94			Bestform - Del.
Tece S.M. ^o	25	(2) 1,475,108	(2) 02/02/88		02/02/08	Lily of France
Tece S.M. ^o	25	(2) 1,068,185	(2) 06/21/77		06/21/97	Lily of France
Lily of France (Stylized) ^o	25	(2) 818,303	(2) 11/08/66		11/08/06	Lily of France
Lily of France (Stylized) (Argentina) ^o	25	(2) 1,402,393	(2) 08/31/92		08/31/02	Lily of France
Lily of France (Australia) ^o	25	(2) 16,616	(2) 04/02/70		04/02/98	Lily of France
Lily of France (Austria) ^o	25	(2) 53,755	(2) 12/31/74		12/31/04	Lily of France

<u>Mark</u>	<u>Class</u>	<u>(1) Serial No.</u> <u>(2) Origin No.</u>	<u>(1) Filing Date</u> <u>(2) Origin Date</u>	<u>Proof of Use</u> <u>or B & B</u>	<u>Renewal</u>	<u>Prior Registrations</u>
Lily of France (Bahamas) ⁰	38	(2) 9,852	(2) 04/23/80		04/23/08	Lily of France
Lily of France (Belize)	25	(2) 4,894	(2) 05/27/57		05/27/06	Lily of France
Lily of France (Benelux) ⁰	25	(2) 37,601	(2) 06/02/71		06/02/01	Lily of France
Lily of France (Bolivia)	25	(2) 42167-A	(2) 12/10/80		12/10/00	Lily of France
Lily of France (Canada) ⁰		(2) 263,342	(2) 10/16/81		10/16/11	Lily of France
Lily of France (Chile)	25	(2) 390,948	(2) 05/17/82		06/19/02	Lily of France
Lily of France (Stylized) (China) ⁰	53	(2) 247,079	(2) 03/29/86		03/29/96	Lily of France
Lily of France (Stylized) (Colombia) ⁰	25	(2) 128,750	(2) 05/23/90		05/22/05	Lily of France
Lily of France (Curacao) ⁰	25	(2) 15,263	(2) 03/16/89		06/13/98	Lily of France
Lily of France (Dom. Rep.)	44	(2) 26,121	(2) 03/11/77		03/11/97	Lily of France
Lily of France (Stylized) (Ecuador) ⁰	25	(2) 1953-91	(2) 09/16/91		being renewed	Lily of France
Lily of France (Egypt)	25	(2) 57,212	(2) 03/10/81		03/30/00	Lily of France
Lily of France (El Salvador)	25	(2) 16	(2) 11/26/82		11/26/02	Lily of France
Lily of France (France)	25	(2) 1,566,278	(2) 11/30/53		12/20/99	Lily of France
Lily of France (Stylized) (Germany)	25	(2) 930,918	(2) 05/09/75		03/29/03	Lily of France
Lily of France (Germany)	25	(2) 2,072,231	(2) 07/21/94	07/21/99	09/03/03	Bestform-Del.
Lily of France (Guatemala)	25	(2) 56,798	(2) 12/08/88		12/08/98	Lily of France
Lily of France (Stylized) (Guyana)	25	(2) 12,191 A	(2) 11/20/84		11/12/05	Lily of France
Lily of France (Honduras)	25	(2) 40,057	(2) 06/15/82		06/15/02	Lily of France
Lily of France (Stylized) (Hong Kong)	25	(2) 2,659	(2) 11/27/84		11/27/05	Lily of France
Lily of France (India)	25	(1) 635549				Bestform-Del.
Lily of France (Stylized) (Indonesia)	25	(2) 219,954	(2) 06/08/87		06/08/97	Lily of France

<u>Mark</u>	<u>Class</u>	<u>(1) Serial No. (2) Reg'n. No.</u>	<u>(1) Filing Date (2) Reg'n. Date</u>	<u>Proof of Use or P. U. S.</u>	<u>Renewal</u>	<u>Prior Registrant</u>
Lily of France (Israel) ⁰	25	(2) 39,744	(2) 07/18/77		09/11/09	Lily of France
Lily of France (Italy) ⁰	25	(1) IM 92COOK218	(1) 11/20/92	Replacee 292.172		Lily of France
Lily of France (Stylized) (Japan) ⁰	27	(2) 2,310,305	(2) 05/31/91		05/31/01	Lily of France
Lily of France (Japan) ⁰	17	(2) 2,289,197	(2) 12/26/90		12/26/00	Lily of France
Lily of France (Mexico) ⁰	39	(2) 380,356	(2) 07/27/89		07/27/04	Lily of France
Lily of France (Stylized) (Morocco)	25	(2) 46,649	(2) 05/16/91		05/16/11	Lily of France
Lily of France (Nepal)	25	(2) 10920/052	(2) 08/29/95		08/29/02	Bestform-Del.
Lily of France (Netherland Ant.)	25	(2) 15,263	(2) 03/16/89		06/13/98	Lily of France
Lily of France (New Zealand)	25	(1) 219608	(1) 07/06/92			Lily of France
Lily of France (Stylized) (Nicaragua)	25	(2) 13,495 CC	(2) 12/09/81		12/08/01	Lily of France
Lily of France (Norway) ⁰	25	(2) 93,061	(2) 02/27/75		02/27/05	Lily of France
Lily of France (Panama)	25	(2) 32,371	(2) 04/09/84		being renewed	Lily of France
Lily of France (Paraguay)	25	(2) 155,892	(2) 07/29/82		07/29/02	Lily of France
Lily of France (Stylized) (Peru) ⁰	25	(2) 63,998	(2) 02/04/87		02/04/02	Lily of France
Lily of France (Philippines)	25	(1) in the process of being filed				Bestform-Del.
Lily of France (Puerto Rico)	25	(2) 18,569	(2) 10/29/73		10/29/03	Lily of France
Lily of France (Stylized) (Romania) ⁰	25,26	(2) 17,678	(2) 06/05/91 as of filing		06/05/01	Lily of France
Lily of France (Stylized) (S. Africa)	25	(2) 63,0915	(2) 03/18/63		03/18/97	Lily of France
Lily of France (Spain)	10, 25, 26	(2) 306,141	(2) 11/28/61	11/20/96(tax)	11/28/01	Lily of France
Lily of France (Stylized) (Suriname)	25	(2) 11,416	(2) 05/23/84		05/23/04	Lily of France
Lily of France (Taiwan) ⁰	44	(2) 350,131	(2) 12/16/86		12/15/96	Lily of France
Lily of France (Chinese characters)(Taiwan)	25	(1) 85-12897	(1) 03/20/96			Bestform-Del.

Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Registration Date	Proof of Use 9/8/15	Renewal	Prior Registrations
Lily of France (U.K.)	25	(2) 765,968	(2) 05/27/57		05/27/06	Lily of France
Lily of France (Uruguay) ⁰	16, 18-24	(2) 263,358	(2) 06/20/83		Ren. accepted	Lily of France
Lily of France (Uruguay)	18, 25	(2) 262,958	(2) 06/02/83		Ren. accepted	Lily of France
Lily of France (Stylized) (Venezuela)	39	(2) 65,944-F	(2) 07/15/71		03/05/01	Lily of France
Lily of France (Yugoslavia)	25	(1) 2-747/91	(1) 04/17/91			Lily of France
Lilly Pads ⁰	25	(2) 652,094	(2) 09/24/57		09/24/97	Lily of France
The Max	25	(1) 74/517,125	(1) 04/25/94			Bestform - Del.
Minuet ⁰	25	(2) 648,342	(2) 07/09/57		07/09/97	Bestform
Nicole Duval ⁰	25	(2) 1,517,269	(2) 12/20/88		12/20/08	Nicole Duval Int., Inc.
Oblique ⁰	25	(2) 704,333 ^A	(2) 09/13/60		09/13/00	Lily of France
Playback ⁰	25	(2) 1,360,768	(2) 09/17/85		09/17/05	Bestform
Poirette ⁰	25	(2) 406,586	(2) 04/11/44		04/11/04	Bestform
Postage Stamp ⁰	25	(2) 829,833	(2) 06/06/67		06/06/07	Lily of France
Private Life (Assigned to Spiegel - 1087)		(2) 831,830	(2) 07/17/87		07/17/87	Lily of France
Private World	25	(1) 1,889,960	(2) 04/18/95	04/18/01	04/18/05	Bestform-Del.
Promise ⁰	25	(2) 577,085	(2) 07/07/53		07/07/03	Bestform
Queen of Diamonds ⁰	25	(2) 807,294	(2) 04/19/66		04/19/06	Lily of France
Regiance	25	(1) 74/501,020	(1) 03/16/94			Bestform-Del.
Rever ⁰	25	(2) 690,307	(2) 12/22/59		12/22/99	Bestform
Rock'n Roll ⁰	25	(2) 690,971	(2) 01/05/60		01/05/00	Bestform
Satin Romance	25	(1) 74/619,686	(1) 01/10/95			Bestform-Del.
Shape Insured ⁰	25	(2) 1,033,101	(2) 02/10/76		02/10/06	Bestform

DA 3/1/01

Mark	Class	(1) Serial No. (2) Applicant No.	(1) Filing Date (2) Applicant Date	Proof of Use or 8 & 15	Renewal	Pr. of Registration
Silver Saver ⁰	25	(2) 1,023,809	(2) 10/28/75		being renewed	Bestform
Silver Saver Plus ⁰	25	(2) 1,110,075	(2) 12/26/78		12/26/98	Bestform
Sophistication ⁰	25	(1) 74/663,584	(1) 04/20/95		07/28/01	Bestform-Del.
Sport Frame ⁰	25	(2) 1,162,860	(2) 07/28/81			Lily of France
Striped Elegance	25	(1) 74/619,685	(1) 01/10/95			Bestform-Del.
Sweaterette ⁰	39	(2) 655,887	(2) 12/17/57		12/17/97	Bestform
The Ultimate Bra	25	(1) 74/524,928	(1) 05/16/94			Bestform-Del.
The Ultratone ⁰	25	(2) 1,086,511	(2) 02/28/78		02/28/98	Bestform
The Ultratone (Canada) ⁰	25	(2) 230,768	(2) 10/20/78		10/20/08	Bestform
Turbulance (Stylized) ⁰	25	(2) 343,482	(2) 02/23/37		02/23/97	Lily of France
Turbulance (Stylized) (Switzerland)	25	(2) 341,040	(2) 07/26/65		06/15/05	Lily of France
True Cotton	25	(1) 74/700724	(1) 07/13/95			Bestform-Del.
Ultrabody	25	(2) 1,956,634	(2) 02/13/96	02/13/02	02/13/06	Bestform-Del.
Underscene ⁰	25	(2) 905,184	(2) 12/29/70		12/29/00	Bestform
Underscene (Austria) ⁰	25	(2) 115,295	(2) 02/27/87		02/28/97	Bestform
Underscene (Belux) ⁰	25	(2) 423,891	(2) 08/22/86		Being renewed	Bestform
Underscene (Germany)	25	(2) 2,055,754	(2) 02/02/94		02/23/03	Bestform-Del.
Replaces Reg. No. 1,117,223						
Valde In Style	25	(2) 1,972,660	(2) 05/07/96	05/07/02	05/07/06	Bestform-Del.

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RECORDED: 07/31/1996

TRADEMARK
FRAME: 0125