

07-11-2001



To the Honorable Commissioner of Patents

and original documents or copy thereof.

101754331

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: National Westminster Bank USA (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 1292, Frames 302-340 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 312 and 333). Document re-recorded to correct error on stated Reel.

- Merger
- Change of Name

Execution Date: November 22, 1994

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

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

Name of Person Signing Reg. No.

David C. Lee

Signature

March 23, 2001

Date

40E

Total number of pages comprising cover sheet: 40

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

TRADEMARK DC1 - 283545.1
REEL: 002283 FRAME: 0922

Form TOS-1
Rev. 6-88
OMB No. 0051-0111 (Rev. 4-88)
Tab settings 0000

10-10-494 1250-10-482
**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Beatform Foundations, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: National Westminster Bank USA
(as Agent)
Internal Address: _____
Street Address: 1133 Avenue of the Americas
City: NY State: NY ZIP: 10036
 Individual(s) citizenship _____
 Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
If assignor 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 Assignment and Assumption and
Execution Date: Nov 22 1994 Amended

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional number(s) attached? Yes No

5. Total number of applications and registrations involved: 51

6. Name and address of party to whom correspondence concerning document should be mailed:
Name: Laura Konzath
Internal Address: Winston & Strawn
33rd Floor
Street Address: 35 W. Wacker
City: Chicago State: IL ZIP: 60601
170 FT 02/23/95 0399042
170 FT 02/23/95 0399042

7. Total fee (37 CFR 3.41)..... \$ 1,290
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
N/A
REEL 1292 FRAME 302
TRADEMARK

DO NOT FORGET TO PAY \$30.00 CK 89190846

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 Konzath
Name of Person Signing
Laura Konzath
Signature
Date: 1/18/95
Total number of pages including cover sheet, attachments, and document: 39

Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Priority Date	Proof of Use or A. & P.	Renewed	Prior Registrant
DROPPED REGISTRATIONS						
Behind the Scenes	25	(2) 1,357,766	(2) 10/20/65	**DROPPED**		Lily of France
Bestform (Argentina)	16	(2) 1,104,947/6	(2) 12/13/64	**DROPPED**		Bestform
Bestform (Barbados)		(2) 8,634	(2) 10/09/65	**DROPPED**		Bestform
Bestform (Canada)		(2) 43,394	(2) 05/16/67	**DROPPED**		Bestform
Bestform (Guatemala)	25	(2) 151,322	(2) 01/17/71	**DROPPED**		Bestform
Bestform (Italy)	25	(2) 487,287	(1) 03/09/67	Invalid-non-use		Bestform
Bestform (Mexico)	29	(2) 363,980	(2) 09/26/60	**DROPPED**		Bestform
Bestform (Philippines)	25	(2) 29,643	(2) 08/03/61	Lapses - non-use		Bestform
Bestform (Trinidad/Tobago)		(1) 14,851	(1) 09/11/63	**DROPPED**		Bestform
Bini Bini + Doc.	25	(2) 946,880	(2) 10/24/72	**DROPPED**		Bestform
Born Free By Fohette®	25	(2) 688,012	(2) 12/17/68	**DROPPED**		Bestform
Color Me Cotton	25	(1) 433,311	(1) 07/06/63	**DROPPED**		Lily of France
Cotton Embrose	25	(1) 74/285,701	(1) 04/14/62	**DROPPED**		Bestform
Cotton Lines (South Africa)	25	(2) 63/3214	(1) 05/02/63	**DROPPED**		Lily of France
Cotton Lily Plus	25	(2) 1,422,913	(2) 12/28/68	**DROPPED**		Lily of France

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CONTINUATION OF # 4

SCHEDULE OF TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Mark	Class	(1) Serial No. (2) Application No.	(1) Filing Date (2) Priority Date	Prod. of U.S. or F.F.A.	Renewal	Priority Registrant
Angela (Stylized) US	25	(2) 388,082	(2) 08/10/01		08/10/01	Bestform
Angela (Stylized) (Canada)	25	(2) 182,378	(2) 08/04/97		08/04/97	Bestform
Angela (Puerto Rico)	25	(2) 18,572	(2) 10/29/73		Ren. Stat	Bestform
Bestform (U.S.) ^o	25	(2) 882,317	(2) 07/29/82		07/29/82	Bestform
Bestform (U.S.) ^o	25	(2) 880,280	(2) 08/14/71		08/14/01	Bestform
Bestform (African-Mingany)	25	(2) 14,181	(2) 05/18/88		05/18/88	Bestform
Bestform (Argentina)	25	(1) 1,821,850 (2) 1,043,947/8	(1) 05/27/76 (2) 10/04/78			Bestform - Del.
Bestform + Des. (Austria)	25	(2) 128,678	(2) 12/16/88		12/31/88	Bestform
Bestform (Australia)	25	(2) 535,251	(2) 05/29/80		05/29/87	Bestform
Bestform (Bahamas) ^o	25	(2) 3,854	(2) 01/23/83		01/23/85	Bestform
Bestform (Barbados) ^o	25	(1)	(1) 05/19/82 (Replaces Reg. 2,534)			Bestform
Bestform (Benin)	25	(2) 381,832	(2) 03/12/71		03/12/01	Bestform
Bestform (Benin)	25	(2) 874,571	(2) 11/19/71		11/19/88	Bestform
Bestform (Bermuda)	25	(2) 4,800	(2) 02/09/83		02/09/85	Bestform
Bestform (Bolivia)	25	(2) 28,488	(2) 05/20/76 ^o		05/20/88	Bestform
Bestform (Chile)	25	(2) 278,951	(2) 11/20/73		Ren. Stat	Bestform

TRADEMARK

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Mark	Class	(1) Serial No. (2) Serial No.	CIJ/Class Date (2) Serial No. Date	Proof of Use C.R. & A. 15	Renewed	Priority Registrant
Beetform (Colombia)	25	(2) 127,700	(2) 12/19/69		being renewed	Beetform
Beetform (Costa Rica)	25	(2) 22,227	(2) 12/17/72 ²		12/17/87	Beetform
Beetform (Cuba)	25	(2) 116,273	(1) 07/19/68		05/24/85	Beetform
Beetform (Denmark)	25	(2) 1425-1980	(2) 08/19/60		08/19/00	Beetform
Beetform (Dominican Republic)	44	(2) 12,560	(2) 02/19/63		02/19/03	Beetform
Beetform (Ecuador)	25	(2) 550-53	(2) 04/05/60		04/05/85	Beetform
Beetform (El Salvador)	25	(2) 5,021	(2) 06/06/69		06/06/88	Beetform
Beetform (France)	25	(2) 1,840,025	(2) 08/21/66		01/22/01	Beetform
Beetform + Des. (Germany)	25	(2) 908,410	(2) 08/01/72		09/01/02	Beetform
Beetform (Guatemala)	25	(2) 10,541	(2) 11/20/77 ²		02/03/88	Beetform
Beetform (Haiti)	25	(2) 373/86	(2) 05/20/73 ²	1/20/89	10/20/03	Beetform
Beetform (Honduras)	25	(2) 8,011	(2) 04/22/69		04/23/89	Beetform
Beetform (Hong Kong)	25	(2) 8020 of 1988	(1) 11/14/84		11/13/05	Beetform
Beetform (India)	25	(1) filing in progress				Beetform-Del.
Beetform (Indonesia)	25	(2) 220,063	(2) 08/10/67		08/10/87	Beetform
Beetform (Japan)	25	(2) 213,618	(2) 05/01/60		05/31/87	Beetform

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Mark	Class	(1) Serial No. (2) Serial No.	(1) Filing Date (2) Priority Date	Proof of Use or S.A. 15	Renewed	Prior Registrations
Bestform (Italy)	25	(1) IMSC 005555	(1) 07/20/63	(Replaces 457,287)		Bestform-Del.
Bestform (Jamaica)	25	(2) 10,254	(2) 01/30/63		01/30/68	Bestform
Bestform (Japan)	17	(2) 1,578,728	(2) 08/19/67		05/19/67	Bestform
Bestform (Lebanon)	25	(2) 50,305	(2) 08/08/67		08/08/62	Bestform
Bestform (Mexico)	25	(1) 180,803	(1) 10/18/63			Bestform-Del.
Bestform (Morocco)	25	(2) 48,648	(2) 05/16/61		05/16/11	Bestform
Bestform (Netherlands Antilles) ^o	52	(2) 13,337	(1) 09/27/64		being renewed	Bestform
Bestform (New Zealand)	25	(1) 218812	(1) 07/14/62			
Bestform (Nicaragua)	25	(2) 12,883	(2) 09/28/63		08/27/63	Bestform
Bestform (Norway) ^o	25	(2) 50,753	(2) 11/07/57		11/07/67	Bestform
Bestform (Parana)	25	(2) 5,806	(2) 02/24/68		02/24/68	Bestform
Bestform (Paraguay)	25	(2) 163,710	(2) 08/08/73 ^o		08/08/63	Bestform
Bestform (Peru)	25	(2) 87,661	(2) 10/20/68		being renewed	
Bestform (Philippines) ^o	25	(1) 83262	(1) 11/13/62			Bestform
Bestform (Portugal) ^o	25	(2) 141,885	(2) 05/20/68		05/20/68	Bestform
Bestform (Puerto Rico)	25	(2) 18,570	(2) 10/28/73		Ren. Mod	Bestform

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TRADEMARK

Mark	Class	(1) Serial No. (2) Serial No.	(1) Filing Date (2) Priority Date	Proof of Use or S. & S.	Revised	Prior Registrations
Bestform (Romania)	25	(1) 24834	(1) 08/08/91		Published	Bestform
Bestform (South Africa)	25	(2) 1539/91	(2) 05/16/75 ²		05/16/95	Bestform
Bestform (Spain)	25	(2) 532,109	(2) 08/27/97		08/27/97	Bestform
Bestform (Burkina)	25	(2) 4,300	(2) 04/03/93		04/03/93	Bestform
Bestform + Des. (Switzerland)	25	(2) 388,746	(2) 11/11/91		11/11/91	Bestform
Bestform (United Kingdom)	25	(2) 81,424,484	(2) 05/09/90		05/09/97	Bestform
Bestform (Uruguay)	25	(2) 302,543	(2) 10/16/94		06/24/95	Bestform
Bestform (Venezuela)	39	(2) 51,737	(2) 07/29/96		07/29/96	Bestform
Bestform (Yugoslavia)	25	(1) 2,745/91	(1) 04/17/91			Bestform
Bestform Foundations (Arg.)	25	(2) 1,303,395	(2) 08/09/98		08/09/98	Bestform
Bestform Foundations (China)	53	(2) 273,971	(2) 12/29/98		12/30/98	Bestform
Bestform Foundations, Inc. (China)	57	(2) 340,278	(2) 02/20/99		02/19/99	Bestform
Bestform Beaut-Full	25	(2) 1,822,694	(2) 02/07/99	Filed	02/07/99	Bestform
Bestform With Underarms (Brazil)	25	(2) 1,720,370	(2) 08/29/92	08/29/98	08/29/92	Bestform
Body Cottons	25	(2) 1,733,283	(2) 11/17/92	11/17/98	11/17/92	Bestform
Body Free	25	(2) 888,746	(2) 11/05/98		11/05/98	Bestform

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TRADEMARK

Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Registration Date	Proof of Use or P.A. 15	Renewed	Prior Registrations
Cotton Close to You [®]	25	(2) 1,128,888	(2) 01/01/80		01/01/80	Bestform
Cotton Lined [®]	25	(2) 1,272,830	(2) 04/03/84		04/03/84	LJy of France
Cotton Next to You [®]	25	(2) 1,128,887	(2) 01/01/80		01/01/80	Bestform
Cotton Next to Me [®]	25	(2) 1,128,331	(2) 12/25/79		12/25/79	Bestform
Enhance [®]	25	(2) 808,773	(2) 04/05/88		04/05/88	Bestform
Enhance (Benelux)	25	(2) 88,578	(2) 07/29/71		07/29/71	Bestform
Enhance (Canada)	25	(2) 170/43488	(2) 03/12/82		08/23/87	Bestform
Enhance (India)	25	(1) Pending in progress				Bestform-Del.
Enhance (Indonesia)	25	(1) HAJHC.010113718(1)	08/01/84			Bestform-Del.
Eternal Youth (replacement) [®]	25	(1) 74/284,182	(1) 04/09/82	Published		Bestform
Fashion Favorites	25	(2) 1,847,748	(2) 08/02/84		08/02/84	Bestform - Del.
Fascination [®]	25	(2) 888,216	(2) 5/24/80		05/23/80	Bestform
Fascination (Puerto Rico)	25	(2) 18,571	(2) 10/29/73		Ren. Mod	Bestform
Finition Walk [®]	25	(2) 888,918	(2) 08/02/85		08/02/85	Bestform
Freedom Bed [®]	25	(2) 1,388,882	(2) 08/10/88		08/10/88	LJy of France

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REEL 1292 FRAME 307

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Mark	Class	(1) Serial No. (2) French No.	(1) Filing Date (2) French Date	Prod. of Use or S. & B.	Renewed	Prior Registrations
French Connection U.S. (+ Assigned to Birlidene Enterprises Limited - 1994)	25	(2) 986,877	(2) 10/15/74		following up	Liby of France
Gig ^o U.S.	25	(2) 702,635	(2) 08/09/80		08/09/80	Beetform
Gloetes ^o U.S.	25	(2) 1,008,104	(2) 08/21/77		08/21/87	Liby of France
Gloetes (Benelux)	25	(2) 368,289	(2) 08/10/79		01/17/89	Liby of France
Gloetes (Canada)	25	(2) 241,062	(2) 03/14/80		03/13/86	Liby of France
Gloetes (Germany)	25	(2) 991,059	(2) 08/27/79		01/16/89	Liby of France
Gloetes (Italy)	25	(2) 382,531	(2) 11/27/85		01/22/90	Liby of France
Gloetes (Mexico)	36 (Mex.)	(2) 378,405	(2) 11/09/89		being renewed	Liby of France
Hold-Up ^o U.S.	25	(2) 690,309	(2) 12/22/89		12/22/90	Beetform
Loce Ferry ^o U.S.	25	(2) 1,450,994	(2) 08/04/87		08/04/97	Liby of France
La LR U.S.	25	(1) 74/517,105	(1) 04/25/84			Beetform - Delemere
L.E.S.T. U.S.	25	(2) 478,108	(2) 02/02/86		02/02/86	Liby of France
Lybits ^o U.S.	25	(2) 1,008,185	(2) 08/21/77		08/21/87	Liby of France
Liby of France (Stylized) U.S.	25	(2) 818,508	(2) 11/08/86		11/08/86	Liby of France
Liby of France (Stylized) (Argentina)	25	(2) 1,402,369	(2) 08/31/82		08/31/82	Liby of France

TRADEMARK

REEL 1292 FRAME 308

Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Registration Date	Period of Use or S.A. 15	Renewed	Prior Registrant
Lily of France (Australia)	25	(2) 16,816	(2) 04/02/70		04/02/88	Lily of France
Lily of France (Austria) ^o	25	(2) 53,755	(2) 12/31/74		being renewed	Lily of France
Lily of France (Belgium) ^o	36	(2) 9,882	(2) 04/23/80		04/23/88	Lily of France
Lily of France (Belize)	25	(2) 4,804	(2) 05/27/87		05/27/88	Lily of France
Lily of France (Benelux)	25	(2) 37,801	(2) 08/02/71		08/02/81	Lily of France
Lily of France (Bolivia)	25	(2) 42167-A	(2) 12/10/80		12/10/80	Lily of France
Lily of France (Canada)		(2) 283,342	(2) 10/16/81		10/16/88	Lily of France
Lily of France (Chile)	25	(2) 380,948	(2) 05/17/82		08/19/82	Lily of France
Lily of France (China)	53	(2) 247,078	(2) 03/29/86		03/30/88	Lily of France
Lily of France (Columbia) (Columbia)	25	(2) 138,780	(2) 05/23/80		05/22/85	Lily of France
Lily of France (Curaçao) ^o	25	(2) 15,283	(2) 03/16/80		08/13/88	Lily of France
Lily of France (Dom. Rep.)	44	(2) 28,121	(2) 03/11/77		03/11/87	Lily of France
Lily of France (Ecuador) (Ecuador)	25	(2) 1883-01	(2) 08/16/81		08/16/88	Lily of France
Lily of France (Egypt)	25	(2) 57,212	(2) 03/10/81		03/30/80	Lily of France
Lily of France (El Salvador)	32	(2) 94	(2) 11/25/82		11/28/82	Lily of France
Lily of France (France)	32	(2) 1,883,001	(2) 11/29/83		12/20/88	Lily of France

TRADEMARK

REEL 1292 FRAME 309

Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Priority Date	Expiry of Use in U.S.A.	Renewal	Prior Registrations
Lily of France (Stylized) (Germany)	25	(2) 200,918	(2) 05/09/75		03/29/03	Lily of France
Lily of France (Germany)	25	(1) 200,001,25 Wz	(1) 09/20/83		Published	Beetleform-Delaware
Lily of France (Guatemala)	25	(2) 58,708	(2) 12/08/88		12/08/88	Lily of France
Lily of France (Stylized) (Guatemala)	25	(2) 12,181 A	(2) 11/20/84		11/12/05	Lily of France
Lily of France (Honduras)	25	(2) 40,057	(2) 08/18/82		08/18/82	Lily of France
Lily of France (Stylized) (Hong Kong)	25	(2) 2,889	(2) 11/27/84		11/27/85	Lily of France
Lily of France (India)	25	(1) Pending in progress				Beetleform-Del.
Lily of France (Stylized) (Indonesia)	25	(2) 219,854	(2) 08/08/87		08/08/87	Lily of France
Lily of France (Japan)	25	(2) 32,744	(2) 07/18/77		09/11/85	Lily of France
Lily of France (Italy) ^o	25	(1) P/M 200004218	(1) 11/20/82			Lily of France
Lily of France (Stylized) (Japan)	27	(2) 2,310,305	(2) 05/31/81		05/31/81	Lily of France
Lily of France (Japan)	17	(2) 2,288,187	(2) 12/28/80		12/28/80	Lily of France
Lily of France (Mexico) ^o	39	(2) 380,385	(1) 07/27/89		being renewed	Lily of France
Lily of France (Stylized) (Morocco)	25	(2) 48,848	(2) 05/16/81		05/16/11	Lily of France
Lily of France (Netherlands Ant.)	25	(2) 15,303	(2) 03/18/89		08/13/88	Lily of France
Lily of France (New Zealand)	25	(1) 200012	(1) 07/05/88			Lily of France

TRADEMARK

REEL 1292 FRAME 310

Mark	Class	(1) Serial No. or Trade In No.	(2) Filing Date or Priority Date	Proof of Use or S.A. 16	Renewal	Prior Registrations
Lily of France (Stylized) (Microcassette)	25	(2) 13,485 CC	(2) 12/09/01		12/09/01	Lily of France
Lily of France (Norway) [®]	25	(2) 93,061	(2) 02/27/75		02/27/96	Lily of France
Lily of France (Parana)	25	(2) 32,371	(2) 04/09/04		being renewed	Lily of France
Lily of France (Paraguay)	25	(2) 155,892	(2) 07/29/02		07/29/02	Lily of France
Lily of France (Stylized) (Peru)	35	(2) 63,999	(2) 02/04/07		02/04/02	Lily of France
Lily of France (Puerto Rico)	25	(2) 18,999	(2) 10/29/73		Ren. Recd	Lily of France
Lily of France (Romania)	25	(1) 24638	(1) 05/05/91	Published		Lily of France
Lily of France (Stylized) (S. Africa)	25	(2) 63,0915	(2) 03/19/83		03/19/87	Lily of France
Lily of France (Spain)	10, 25, 26	(2) 368,141	(2) 11/29/01	11/29/99(Recd)	11/29/01	Lily of France
Lily of France (Stylized) (Suisse)	25	(2) 11,416	(2) 05/23/84		05/23/04	Lily of France
Lily of France (Taiwan)	44	(2) 360,131	(2) 12/16/86		12/16/96	Lily of France
Lily of France (Taiwan/Chl. Char.)	44	(2) 360,211	(2) 12/16/86		12/16/96	Lily of France
Lily of France (U.K.)	25	(2) 765,988	(2) 05/27/87		05/27/06	Lily of France
Lily of France (Uruguay)	18, 19-20	(2) 263,353	(2) 06/20/83		Ren. accepted	Lily of France
Lily of France (Uruguay)	18, 25	(2) 262,958	(2) 05/02/83		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

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REEL 1292 FRAME 311

Mark	Class	(1) Serial No. (2) Design No.	(1) Filing Date (2) Priority Date	Proof of Use or S.A. 16	Renewal	Prior Registrant
Lily of France (Viguetville)	25	(1) 2-747/81	(1) 04/17/81			Lily of France
Lily Peds [®]	US	(2) 682,094	(2) 09/24/87		09/24/87	Lily of France
Max. The.	US	(1) 74/517,125	(1) 04/25/84			Bestform - Delaware
Mitrus [®]	US	(2) 648,342	(2) 07/09/87		07/09/87	Bestform
Naturflex [®]	US	(2) 1,049,089	(2) 08/28/78		09/28/86	Bestform
Nicole Duvet [®]	US	(2) 1,517,289	(2) 12/20/88	Filed	12/20/88	Nicole Duvet Int., Inc.
Oblique [®]	US	(2) 704,333 ⁴	(2) 09/13/80		09/13/80	Lily of France
Playback [®]	US	(2) 1,380,788	(2) 09/17/85		09/17/85	Bestform
Poltrone [®]	US	(2) 405,588	(2) 04/11/44		04/11/84	Bestform
Postage Stamp [®]	US	(2) 829,833	(2) 03/08/87		03/08/87	Lily of France
Private Life (assigned to Spiegel - 1987)	US	(2) 631,880	(2) 07/11/87		07/11/87	Lily of France
Private World	US	(1) 74/501,094	(1) 03/18/84			Bestform - Delaware
Promise [®]	US	(2) 577,388	(2) 07/07/89		07/07/89	Bestform
Queen of Diamonds [®]	US	(2) 887,384	(2) 04/19/88		04/19/88	Lily of France
Reflexion	US	(1) 680,108/4(1)	(1) 08/18/84			Bestform - Delaware

DD-3/1/01

TRADEMARK

Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Registration Date	Proof of Use 07.8.8.15	Renewal	Prior Registrations
Remond [®] US	25	(2) 680,307	(2) 12/22/69		12/22/69	Bestform
Rock'n Roll [®] US	25	(2) 680,971	(2) 01/05/60		01/05/60	Bestform
Shape Intured [®] US	25	(2) 1,033,101	(2) 02/10/76		02/10/86	Bestform
Silver Savers [®] US	25	(2) 1,023,809	(2) 10/26/76		10/26/86	Bestform
Silver Saver Plus [®] US	25	(2) 1,110,075	(2) 12/26/76		12/26/86	Bestform
Sport Frame [®] US	25	(2) 1,162,660	(2) 07/26/81		07/26/91	L'ly of France
Sweetenets [®] US	30	(2) 685,987	(2) 12/17/57		12/17/67	Bestform
The Ultimate Box US	25	(1) 74/524,928	(1) 05/16/84			Bestform (Del.)
The Ultratorner [®] US	25	(2) 1,066,511	(2) 02/26/76		02/26/86	Bestform
The Ultratorner (Canada) [®]		(2) 230,768	(2) 10/20/76		10/20/86	Bestform
Trubalance (Stylized) [®] US	25	(2) 343,482	(2) 02/23/57		02/23/67	L'ly of France
Trubalance (South Africa)		(2) 3379/57	(2) 12/07/61		12/08/86	L'ly of France
Trubalance (Stylized) (Switzerland)		(2) 341,040	(2) 07/26/65		08/16/86	L'ly of France
Underdone [®] US	25	(2) 805,184	(2) 12/29/70		12/29/80	Bestform
Underdone (Austria)	25	(2) 116,285	(2) 02/27/67		02/28/67	Bestform
Underdone (Benelux)	25	(2) 483,691	(2) 08/22/66		08/22/86	Bestform

TRADEMARK

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REEL 1292 FRAME 13

Mark	Class	(1) Serial No. (2) Application No.	(1) Filing Date (2) Publication Date	Proof of Use or S. & 15	Renewal	Prior Registrant
Underecane (Germany) Replaces Reg. No. 1,117,223	26	(1) 2,065,754	(1) 02/02/04		02/23/03	Bestorm (Del.)

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REEL 1292 FRAME 314

TRAD. MARK

REEL 1292 FRAME 315

**ASSIGNMENT AND ASSUMPTION AND AMENDMENT AGREEMENT
(TRADEMARK SECURITY AGREEMENT)**

This Assignment and Assumption and Amendment Agreement (Trademark Security Agreement) (this "Agreement") is dated as of November 22, 1994 and entered into by and among Bestform Foundations, Inc. (formerly Ithaca Acquisition, Inc., the "Borrower"), Heller Financial, Inc. ("Heller"), as agent (the "Prior Agent"), and National Westminster Bank USA ("Nat West"), as agent (the "Agent").

W I T N E S S E T H :

WHEREAS, the Borrower entered into that certain Credit Agreement dated as of November 17, 1992 (as heretofore amended, the "Prior Credit Agreement") with Heller, as agent and lender, Nat West, 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, the "Prior Lenders");

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

WHEREAS, the Prior Lenders are assigning their loans under the Prior Credit Agreement to the Lenders (as hereinafter defined) pursuant to that certain Assignment and Assumption Agreement of even date herewith (the "Assignment Agreement") and the Borrower, the Agent and the financial institutions listed therein (the "Lenders") are entering into that certain Amended and Restated Credit Agreement of even date herewith (the "Credit Agreement");

WHEREAS, in connection with the consummation of the transactions contemplated by the Assignment Agreement and the Credit Agreement, (a) the Prior Agent, on behalf of the Prior Lenders, desires to assign the security interests and other rights created under the Trademark Security Agreement to the Agent and the Agent desires to assume such security interests and rights, and (b) the Borrower and the Agent desire to amend the Trademark Security Agreement as herein set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to such terms in the Trademark Security Agreement, as amended hereby.

TRADEMARK

2. Assignment and Assumption by the Agent and Release of the Prior Agent. Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, (a) the Prior Agent, for and on behalf of the Prior Lenders, hereby transfers, assigns and delegates to the Agent without recourse and without representation or warranty of any kind or nature, and the Agent hereby assumes and undertakes, absolutely and unconditionally, from the Prior Agent, all of the Prior Agent's security interests, rights, benefits, obligations, liabilities, duties and indemnities arising under the Trademark Security Agreement, whether actual or contingent, including without limitation, all rights which may have accrued and not been exercised prior to the effectiveness of this Agreement, (b) the Agent shall be the "Agent" under the Trademark Security Agreement and all related documents and agreements and shall receive the benefits of and be bound by the terms of the Security Agreement and each such document and agreement as if the Agent were an original signatory party thereto, (c) as used in the Trademark Security Agreement and all related documents and agreements, each reference to "Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented or otherwise modified from time to time and (d) the Prior Agent and Prior Lenders shall be released from any and all duties, obligations and liabilities of any nature whatsoever in respect of the Trademark Security Agreement.

3. Amendment to Trademark Security Agreement. Schedule 1 of the Trademark Security Agreement is hereby amended by deleting such schedule in its entirety and replacing it with Schedule 1 hereto.

4. Reference to and Effect on the Trademark Security Agreement.

4.1 Upon the effectiveness of this Agreement, on or after the date hereof each reference in the Trademark Security Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import and each reference to the Trademark Security Agreement in each Loan Document shall mean and be a reference to the Trademark Security Agreement as amended hereby.

4.2 Except as specifically amended above, all of the terms, conditions and covenants of the Trademark Security Agreement shall remain unaltered and in full force and effect (other than with respect to the Prior Agent) and shall be binding upon the Borrower and the Agent in all respects and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of (a) any right, power or remedy of the Agent under the Trademark Security Agreement or any of the other Loan Documents, or (b) any Default or Event of Default under the Credit Agreement.

5. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

6. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[signature page follows]

TRADEMARK

REEL 1292 FRAME 317

IN WITNESS WHEREOF, duly authorized officers of the parties hereto have executed this Agreement as of the date first above written.

BESTFOSS FOUNDATIONS, INC.
(formerly Ithaca Acquisition, Inc.)

By: *[Signature]*
Title: VP-CEO

**HELLER FINANCIAL, INC., as Agent for the
Prior Lenders**

By: *[Signature]*
Title: Vice President

**NATIONAL WESTMINSTER BANK USA, as Agent
for the Lenders**

By: *[Signature]*
Title: Vice President

TRADEMARK

REEL 1292 FRAME 318

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

On this 21st day of November, 1994, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Peter L. Johnson to me personally known, who, being by me duly sworn, did say that he is the Vice President/CFO of BESTFORM FOUNDATIONS, INC., a Delaware corporation (formerly known as Ithaca Acquisition, Inc.), that the instrument was signed on behalf of the corporation and by authority of the corporation's Board of Directors; and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 11/30/94

LORRAINE RELLO
Notary Public, State of New York
No. 31-478938
Qualified in Nassau County
Certificate Filed in New York County
Term Expires March 02-95

TRADEMARK

REEL 1292 FRAME 319

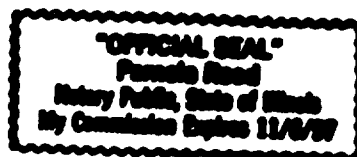
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 22nd day of November, 1994, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Jennifer W. McCarthy to me personally known, who, being by me duly sworn, did say that she is the Vice President of HELLER FINANCIAL, INC., a Delaware corporation, that the instrument was signed on behalf of the corporation and by authority of such corporation; and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Janet A. Reed
Notary Public

My term expires: 11/6/97




TRADEMARK

REEL 1292 FRAME 320

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

On this 21st day of November, 1994, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Elaine Lo to me personally known, who, being by me duly sworn, did say that she is the Vice President of NATIONAL WESTMINSTER BANK USA, that the instrument was signed on behalf of such Bank and by authority of such Bank; and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of such Bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 11/30/94

LORRAINE RELLO
Notary Public, State of New York
No. 51-478888
Qualified in Nassau County
Certificate Filed in New York County
Term Expires 11/30/94

TRADEMARK

REEL 1292 FRAME 321

TRADEMARK

Schedule 1

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

OF

BESTFORM FOUNDATIONS, INC. (Delaware Corp.)

updated through November 8, 1994

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

bestform.lms

TRADEMARK
REEL: 002283 FRAME: 0944

TRADEMARK

REEL 1292 FRAME 322

KEY TO SUPERSCRIPTS APPEARING IN SCHEDULE

- - marks assigned from Polaris to Bestform
- ** - formerly owned by Nicole David Industries
- R - indicates renewal date; first date available in our files
- Application in the process being assigned to Bestform - Delaware
- Confirmation of record of transfer of ownership to Bestform - Delaware received

TRADEMARK

REEL 1292 FRAME 323

SCHEDULE OF TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Mark	Class	(1) Serial No. (2) Serial No.	(1) Filing Date (2) Priority Date	Proof of Use or S. & 15	Renewal	Prior Registrations
Angela (Stylized) [®] US	25	(2) 300,002	(2) 05/10/01		05/10/01	Bestform
Angela (Stylized) (Canada)	25	(2) 182,376	(2) 05/04/87		05/04/87	Bestform
Angela (Puerto Rico)	25	(2) 18,572	(2) 10/29/73		Ren. Med	Bestform
Bestform (U.S.) [®]	25	(2) 582,317	(2) 07/29/82		07/29/02	Bestform
Bestform (U.S.) [®]	25	(2) 920,260	(2) 09/14/71		09/14/01	Bestform
Bestform (African-Madagascar)	25	(2) 16,191	(2) 05/15/56		05/15/56	Bestform
Bestform (Argentina)	25	(1) 1,921,650 (replaces Reg. No. 1,104,847/8)	(1) 05/27/84			Bestform - Del.
Bestform + Dec. (Austria)	25	(2) 128,679	(2) 12/15/89		12/31/89	Bestform
Bestform (Australia)	25	(2) 638,251	(2) 05/25/80		05/29/87	Bestform
Bestform (Bahamas) [®]	38	(2) 3,854	(2) 01/23/83		01/23/05	Bestform
Bestform (Barbados) [®]	25	(1)	(1) 08/18/82 (Replaces Reg. 8,534)			Bestform
Bestform (Benin)	25	(2) 301,532	(2) 03/12/71		03/12/01	Bestform
Bestform (Benin)	25	(2) 074,571	(2) 11/19/71		11/18/88	Bestform
Bestform (Bermuda)	38	(2) 4,800	(2) 02/09/83		02/09/05	Bestform
Bestform (Bolivia)	25	(2) 38,488	(2) 05/20/76 ²		05/20/86	Bestform
Bestform (Chile)	25	(2) 278,951	(2) 11/20/73		Ren. Med	Bestform

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REEL 1292 FRAME 324

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Mark	Class	(1) Serial No. (2) Serial No.	(1) Filing Date (2) Priority Date	Proof of Use or S. & L.	Renewed	Prior Registrations
Beetform (Colombia)	25	(2) 127,700	(2) 12/19/80		being renewed	Beetform
Beetform (Costa Rica)	25	(2) 22,227	(2) 12/17/72 ²		12/17/87	Beetform
Beetform (Cuba)	25	(2) 116,273	(1) 07/19/86		06/24/88	Beetform
Beetform (Denmark)	25	(2) 1435-1680	(2) 05/19/80		05/19/00	Beetform
Beetform (Dominican Republic)	25	(2) 12,550	(2) 02/19/83		02/19/03	Beetform
Beetform (Ecuador)	25	(2) 550-60	(2) 04/05/80		04/05/85	Beetform
Beetform (El Salvador)	25	(2) 5,621	(2) 05/05/88		05/05/88	Beetform
Beetform (France)	25	(2) 1,840,025	(2) 05/21/86		01/22/01	Beetform
Beetform + Des. (Germany)	25	(2) 909,480	(2) 09/01/72		09/01/02	Beetform
Beetform (Guatemala)	25	(2) 10,541	(2) 11/30/77 ²		02/03/88	Beetform
Beetform (Haiti)	25	(2) 373/88	(2) 6-/20/73 ²	1/20/89	10/20/03	Beetform
Beetform (Honduras)	25	(2) 8,611	(2) 04/23/89		04/23/89	Beetform
Beetform (Hong Kong)	25	(2) 8030 of 1988	(1) 11/14/84		11/13/05	Beetform
Beetform (India)	25	(1) filing in progress				Beetform-Des.
Beetform (Indonesia)	25	(2) 220,053	(2) 05/10/87		05/10/87	Beetform
Beetform (Ireland)	25	(2) 513-672	(2) 05/10/80		05/10/87	Beetform

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Mark	Class	(1) Serial No. (2) Serial No.	(1) Filing Date (2) Priority Date	Proof of Use or S. & S. 15	Renewal	Prior Registrant
Bestform (Italy)	25	(1) 1885C 005555	(1) 07/29/83	(Replaces 497,267)		Bestform-Del.
Bestform (Jamaica)	25	(2) 10,354	(2) 01/30/88		01/30/88	Bestform
Bestform (Japan)	17	(2) 1,978,728	(2) 08/19/87		05/19/87	Bestform
Bestform (Lebanon)	25	(2) 80,385	(2) 08/08/87		08/08/82	Bestform
Bestform (Mexico)	25	(1) 180,803	(1) 10/18/83			Bestform-Del.
Bestform (Morocco)	25	(2) 48,648	(2) 05/16/81		05/16/11	Bestform
Bestform (Netherlands Antilles) ^o	52	(2) 13,337	(1) 08/27/84		being renewed	Bestform
Bestform (New Zealand)	25	(1) 218812	(1) 07/14/82			
Bestform (Nicaragua)	25	(2) 12,853	(2) 08/28/83		08/27/83	Bestform
Bestform (Norway) ^o	25	(2) 50,753	(2) 11/07/87		11/07/87	Bestform
Bestform (Paraguay)	25	(2) 5,888	(2) 02/24/88		02/24/88	Bestform
Bestform (Peru)	25	(2) 168,710	(2) 08/08/77 ^o		08/08/83	Bestform
Bestform (Philippines) ^o	25	(2) 87,881	(2) 10/30/88		being renewed	
Bestform (Portugal) ^o	25	(1) 88882	(1) 11/11/82			Bestform
Bestform (Punto Rico)	25	(2) 141,888	(2) 08/28/88		05/20/88	Bestform
	25	(2) 18,570	(2) 10/28/73		Ren. Sec	Bestform

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REEL 1292 FRAME 326

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TRADEMARK

Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Priority Date	Proof of Use or S.A. 15	Renewed	Enter Registrant
Bestform (Romania)	25	(1) 2-6834	(1) 08/06/91		Published	Bestform
Bestform (South Africa)	25	(2) 1339/51	(2) 05/16/75 ^a		05/16/95	Bestform
Bestform (Spain)	25	(2) 538,109	(2) 08/27/97		05/27/97	Bestform
Bestform (Suriname)	25	(2) 4,300	(2) 04/03/93		04/03/93	Bestform
Bestform + Des. (Switzerland)	25	(2) 388,746	(2) 11/11/91		11/11/91	Bestform
Bestform (United Kingdom)	25	(2) 81,424,484	(2) 05/08/90		05/09/97	Bestform
Bestform (Uruguay)	25	(2) 202,543	(2) 10/16/84		05/24/95	Bestform
Bestform (Venezuela)	39	(2) 51,737	(2) 07/29/95		07/29/95	Bestform
Bestform (Yugoslavia)	25	(1) 2-745,761	(1) 04/17/91			Bestform
Bestform Foundations (Arg.)	25	(2) 1,363,365	(2) 09/09/98		09/09/98	Bestform
Bestform Foundations (China)	63	(2) 273,971	(2) 12/29/95		12/30/95	Bestform
Bestform Foundations, Inc. (China)	67	(2) 340,376	(2) 02/20/99		02/19/99	Bestform
Bestform Beaut-Pur ^{US}	25	(2) 1,333,694	(2) 02/07/99	Filed	02/07/99	Bestform
Blossom With Underscore (Stylized) ^{US}	25	(2) 1,729,370	(2) 09/29/92		09/29/92	Bestform
Body Cotton [®] ^{US}	25	(2) 1,733,263	(2) 11/17/92		09/11/11	Bestform
Bom Free [®] ^{US}	25	(2) 888,748	(2) 09/11/99		09/30/11	Bestform

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Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Registration Date	Proof of Use or S.A. 15	Renewal	Prior Registrations
Cotton Close to You [®] US	25	(2) 1,128,888	(2) 01/01/80		01/01/00	Bestform
Cotton Lites [®] US	25	(2) 1,272,830	(2) 04/03/84		04/03/04	Liby of France
Cotton Next to You [®] US	25	(2) 1,128,887	(2) 01/01/80		01/01/00	Bestform
Cotton Next to Me [®] US	25	(2) 1,128,331	(2) 12/25/79		12/25/89	Bestform
Enhance [®] US	25	(2) 808,773	(2) 04/05/85		04/05/05	Bestform
Enhance (Benetton)	25	(2) 85,578	(2) 07/28/71		07/28/01	Bestform
Enhance (Canada)	25	(2) 170/43488	(2) 03/12/82		03/23/87	Bestform
Enhance (India)	25	(1) Filing in progress				Bestform-Del.
Enhance (Indonesia)	25	(1) H.M.C. 010113716(1)	08/01/84			Bestform-Del.
Etamal Youth (replacement) [®] US	25	(1) 74/284,182	(1) 04/08/82	Published		Bestform
Fashion Favorites US	25	(2) 1,847,748	(2) 08/02/84		08/02/04	Bestform - Del.
Fascination [®] US	25	(2) 888,216	(2) 5/24/80		05/23/00	Bestform
Fascination (Punto Rico) S.M.	25	(2) 18,571	(2) 10/28/73		Perm. Exp.	Bestform
Finition West [®] US	25	(2) 808,918	(2) 08/02/85		08/02/85	Bestform
Freedom Int [®] S.M.	25	(2) 1,388,882	(2) 08/10/88		08/10/88	Liby of France

TRADEMARK

REEL 1292 FRAME 328

Mark	Class	(1) Serial No. (2) Brand Name	(1) Issue Date (2) Registration Date	Proof of Use or S. & S. 15	Renewal	Prior Registrations
French Connection U.S. (+ Assigned to Entendres Enterprises Limited - 1994)	25	(2) 985,877	(2) 10/15/74		following up	LJy of France
Gig ^o U.S.	25	(2) 702,836	(2) 02/09/80		08/09/80	Beetform
Giosies ^o U.S.	25	(2) 1,088,184	(2) 08/21/77		08/21/87	LJy of France
Giosies (Barbuz)	25	(2) 366,329	(2) 03/10/79		01/17/89	LJy of France
Giosies (Canada)		(2) 241,082	(2) 03/14/80		03/13/86	LJy of France
Giosies (Germany)	25	(2) 557,559	(2) 09/27/79		01/16/89	LJy of France
Giosies (Italy)	25	(2) 382,531	(2) 11/27/85		01/22/89	LJy of France
Giosies (Mexico)	39(Mex.)	(2) 378,405	(2) 11/06/89		being renewed	LJy of France
Hold-Up ^o U.S.	25	(2) 690,308	(2) 12/22/89		12/22/89	Beetform
Laca Fantasy ^o U.S.	25	(2) 1,450,994	(2) 03/04/87		08/04/87	LJy of France
La LR U.S.	25	(1) 74,817,105	(1) 04/28/94			Beetform - Delaware
L.E.S.S. ^o U.S.	25	(2) 1,475,109	(2) 02/02/88		02/02/88	LJy of France
Llylar ^o U.S.	25	(2) 1,088,185	(2) 03/21/77		08/21/87	LJy of France
LJy of France (Shyland) ^o U.S.	25	(2) 818,309	(2) 11/08/88		11/08/88	LJy of France
LJy of France (Shyland) (Argentina)	25	(2) 1,402,309	(2) 03/31/82		08/31/82	LJy of France

TRADEMARK

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REEL 1292 FRAME 329

Mark	Class	(1) Serial No. (2) Registration No.	(1) Filing Date (2) Registration Date	Proof of Use of U.S. & 15	Renewed	Prior Registrations
Lily of France (Australia)	25	(2) 16,616	(2) 04/02/70		04/02/88	Lily of France
Lily of France (Austria) ^o	25	(2) 53,765	(2) 12/31/74		being renewed	Lily of France
Lily of France (Bahrain) ^o	38	(2) 9,882	(2) 04/23/80		04/23/88	Lily of France
Lily of France (Belize)	25	(2) 4,884	(2) 06/27/87		05/27/88	Lily of France
Lily of France (Belize) ^o	25	(2) 37,601	(2) 08/02/71		08/02/81	Lily of France
Lily of France (Bolivia)	25	(2) 42,167-A	(2) 12/10/80		12/10/80	Lily of France
Lily of France (Canada)		(2) 283,342	(2) 10/16/81		10/16/88	Lily of France
Lily of France (Chile)	25	(2) 380,948	(2) 05/17/82		08/18/82	Lily of France
Lily of France (China)	53	(2) 247,079	(2) 03/28/86		03/30/86	Lily of France
Lily of France (Thailand) (Colombia)	25	(2) 128,760	(2) 05/22/80		05/22/86	Lily of France
Lily of France (Curaçao) ^o	25	(2) 16,383	(2) 03/16/89		03/13/88	Lily of France
Lily of France (Dom. Rep.)	44	(2) 28,221	(2) 03/11/77		03/11/87	Lily of France
Lily of France (Thailand) (Ecuador)	25	(2) 1853-01	(2) 09/16/81		09/16/88	Lily of France
Lily of France (Egypt)	25	(2) 57,212	(2) 03/10/81		03/30/80	Lily of France
Lily of France (El Salvador)	25	(2) 16	(2) 11/28/82		11/28/82	Lily of France
Lily of France (France)	25	(2) 1,588,278	(2) 11/30/83		12/20/89	Lily of France

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TRADEMARK

Mark	Class	(1) Serial No. (2) Branch No.	(1) Filing Date (2) Branch Date	Proof of Use or S.A. 15	Renewed	Prior Registrant
Lily of France (Stylized) (Germany)	25	(2) 930,916	(2) 05/09/76		03/29/03	Lily of France
Lily of France (Germany)	25	(1) 98988125 WZ	(1) 09/20/93		Published	Bestform-Delaware
Lily of France (Guatemala)	25	(2) 58,788	(2) 12/09/88		12/09/98	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) 05/15/82		06/16/02	Lily of France
Lily of France (Stylized) (Hong Kong)	25	(2) 2,829	(2) 11/27/84		11/27/05	Lily of France
Lily of France (India)	25	(1) still in progress				Bestform-Del.
Lily of France (Stylized) (Indonesia)	25	(2) 219,954	(2) 08/09/87		08/08/97	Lily of France
Lily of France (Israel)	25	(2) 39,744	(2) 07/19/77		09/11/95	Lily of France
Lily of France (Italy) ^o	25	(1) RM 98COOYR16	(1) 11/20/82	Replaces 292.172		Lily of France
Lily of France (Stylized) (Japan)	27	(2) 2,310,305	(2) 05/31/81		05/31/01	Lily of France
Lily of France (Japan)	17	(2) 2,389,197	(2) 12/28/80		12/28/00	Lily of France
Lily of France (Mexico) ^o	39	(2) 380,368	(1) 97/27/89		being renewed	Lily of France
Lily of France (Stylized) (Morocco)	25	(2) 48,849	(2) 05/16/81		05/16/11	Lily of France
Lily of France (Netherlands Ant.)	25	(2) 15,263	(2) 03/10/89		05/13/98	Lily of France
Lily of France (New Zealand)	25	(1) 218808	(1) 07/08/82			Lily of France

TRADEMARK

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REEL 1292 FRAME 331

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TRADEMARK

Mark	Class	Serial No. (2) Serial No.	(1) Filing Date (2) Priority Date	Expiry of Mark of S. & L.	Renewal	Prior Registrations
Lily of France (Stylized) (Micronesia)	25	(2) 13,485 CC	(2) 12/08/61		12/08/01	Lily of France
Lily of France (Norway) ^o	25	(2) 93,061	(2) 02/27/76		02/27/96	Lily of France
Lily of France (Paraguay)	25	(2) 32,371	(2) 04/08/64		being renewed	Lily of France
Lily of France (Paraguay)	25	(2) 155,882	(2) 07/29/62		07/29/02	Lily of France
Lily of France (Stylized) (Peru)	25	(2) 63,588	(2) 02/04/67		02/04/02	Lily of France
Lily of France (Puerto Rico)	25	(2) 18,589	(2) 10/29/73		For. Exp.	Lily of France
Lily of France (Romania)	25	(1) 24636	(1) 08/05/61	Published		Lily of France
Lily of France (Stylized) (S. Africa)	25	(2) 63,0915	(2) 03/19/63		03/19/97	Lily of France
Lily of France (Spain)	10, 25, 26	(2) 388,141	(2) 11/28/61	11/20/88(ren)	11/28/01	Lily of France
Lily of France (Stylized) (Switzerland)	25	(2) 11,416	(2) 05/23/64		05/23/04	Lily of France
Lily of France (Tahiti)	44	(2) 388,131	(2) 12/16/66		12/16/96	Lily of France
Lily of France (Tahiti/Ch. Char.)	44	(2) 388,211	(2) 12/16/66		12/16/96	Lily of France
Lily of France (U.K.)	25	(2) 765,988	(2) 05/27/67		05/27/06	Lily of France
Lily of France (Uruguay)	14, 18-26	(2) 282,568	(2) 05/20/63		Ren. accepted	Lily of France
Lily of France (Uruguay)	14, 25	(2) 282,568	(2) 05/02/63		Ren. accepted	Lily of France
Lily of France (Stylized) (Venezuela)	39	(2) 65,944-F	(2) 07/16/71		03/05/01	Lily of France

TRADEMARK

REEL 1292 FRAME 332

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Mark	Class	(1) Serial No. (2) Serial No.	(1) Filing Date (2) Priority Date	Proof of Use or S.A. 15	Renewed	Prior Registrations
Lily of France (Vigorsville)	25	(1) 2-747/01	(1) 04/17/01			Lily of France
Lily Pads [®]	25	(2) 662,004	(2) 09/24/07		09/24/07	Lily of France
Max, The	25	(1) 74/517,125	(1) 04/25/04			Bestform - Delaware
Minut [®]	25	(2) 648,342	(2) 07/09/07		07/09/07	Bestform
Naturflex [®]	25	(2) 1,048,089	(2) 09/28/06		09/28/06	Bestform
Nicole Dunes [™]	25	(2) 1,517,269	(2) 12/20/08	Filed	12/20/08	Nicole Dunes Int., Inc.
Oblique [®]	25	(2) 704,333 ⁺	(2) 09/13/00		09/13/00	Lily of France
Playback [®]	25	(2) 1,380,788	(2) 09/17/05		09/17/05	Bestform
Poitrine [®]	25	(2) 408,586	(2) 04/11/04		04/11/04	Bestform
Postage Stamp [®]	25	(2) 829,533	(2) 05/05/07		05/05/07	Lily of France
Private Life (assigned to Spiegel--1997)		(2) 231,820	(2) 07/11/07		07/11/07	Lily of France
Private World	25	(1) 74/601,004	(1) 03/16/04			Bestform - Delaware
Promiss [®]	25	(2) 677,085	(2) 07/07/03		07/07/03	Bestform
Queen of Diamonds [®]	25	(2) 807,204	(2) 04/19/05		04/19/05	Lily of France
Radiance	25	(1) 74/601,000	(1) 03/16/04			Bestform - Delaware

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TRADEMARK

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REEL 1292 FRAME 333

Mark	Class	(1) Serial No. (2) Serial No.	(1) Filing Date (2) Priority Date	Proof of Use or s. 15	Renewal	Prev. Registrations
Reverd [®] US	25	(2) 680,507	(2) 12/22/69		12/22/89	Bestform
Rock'n Roll [®] US	25	(2) 680,571	(2) 01/05/69		01/05/90	Bestform
Shepa Insured [®] US	25	(2) 1,033,101	(2) 02/10/76		02/10/86	Bestform
Silver Savers [®] US	25	(2) 1,033,008	(2) 10/29/76		10/29/85	Bestform
Silver Savers Plus [®] US	25	(2) 1,110,075	(2) 12/29/76		12/29/86	Bestform
Spot Form [®] US	25	(2) 1,122,553	(2) 07/29/81		07/29/91	Lly of France
Sweetenol [®] US	30	(2) 655,867	(2) 12/17/67		12/17/87	Bestform
The Ultimate Bra US	25	(1) 74/534,928	(1) 05/16/84			Bestform (Del.)
The Ultratorner [®] US	25	(2) 1,098,511	(2) 02/29/78		02/29/88	Bestform
The Ultratorner (Canada) [®]		(2) 250,768	(2) 10/20/78		10/20/88	Bestform
Tubalence (Hyland) [®] US	25	(2) 343,462	(2) 02/23/57		02/23/87	Lly of France
Tubalence (South Africa)		(2) 3378/57	(2) 12/07/61		12/08/85	Lly of France
Tubalence (Hyland) (Switzerland)		(2) 341,040	(2) 07/25/65		06/15/85	Lly of France
Undercon [®] US	25	(2) 905,184	(2) 12/29/70		12/29/90	Bestform
Undercone (Austria)	25	(2) 115,285	(2) 02/27/67		02/28/87	Bestform
Undercone (Belgium)	25	(2) 453,691	(2) 02/08/68		02/22/88	Bestform

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REEL 1292 FRAME 334

Mark
Class
(1) Serial No.
(2) Serial No.
(1) Filing Date
(2) Filing Date
Proof of Use
or S. & T. 15
Renewal
Prior Registrant

Understone (Germany)
 Replaces Reg. No. 1,117,223
 25
 (1) 2,058,754
 (2) 02/02/64
 02/23/03
 Bestform (Del.)

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 REEL 1292 FILE 335

Mark	Class	(1) Serial No. (2) Priority No.	(1) Filing Date (2) Priority Date	Final of Use of S. & S.	Reason	Priority Registrant
DROPPED REGISTRATIONS						
Comfort Shape	25	(2) 1,521,027	(2) 01/17/69	**DROPPED**		Lily of France
Diet Toner*	25	(2) 1,280,447	(2) 09/08/63	**DROPPED**		Bestform
Dolores for Polsters*	25	(2) 1,424,941	(2) 01/13/67	**Voluntarily Cancelled**		Bestform
Eclair (South Africa)	25	(2) 63/3217	(1) 05/24/63	**DROPPED**		Lily of France
Enhance (Taiwan)		(2) 23,239	(2) 05/01/66	**DROPPED**		Bestform
Enhance (Venezuela)	39	(2) 67,201-F	(2) 01/14/72	**DROPPED**		Bestform
Eternal Youth	25	(2) 694,059	(2) 03/11/62	**DROPPED**		Bestform
French Poetry	25	(2) 1,087,792	(2) 03/21/79	**DROPPED**		Lily of France
Fresh Cream	25	(2) 1,105,649	(2) 11/07/78	**DROPPED**		Lily of France
Glossies (France)	25	(2) 1,028,075	(2) 01/17/79	**DROPPED**		Lily of France
Glossies (U.K.)	25	(1) 1,483,237	(1) 01/15/81	**DROPPED**		Lily of France
H-Enhance (Australia)	39	(2) A-122,246	(2) 05/23/67	**DROPPED**		Lily of France
It's A Chick*	25	(2) 970,515	(2) 10/16/73	**DROPPED**		Bestform
It's a Shep	25	(2) 1,400,448	(2) 07/08/68	**DROPPED**		Lily of France
Just-a-Nut!	25	(2) 978,532	(2) 12/28/73	**DROPPED**		Lily of France

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TRADEMARK

Mark	Class	(1) Serial No. (2) Application No.	(1) Filing Date (2) Priority Date	Proof of Use of S.A. 15	Renewal	Prior Registrant
DROPPED REGISTRATIONS						
Le Simmers	25	(2) 1,199,071	(2) 02/16/82	**DROPPED**		Lily of France
Lily Nothing On	39	(2) 913,791	(2) 08/08/71	**DROPPED**		Lily of France
Lily Nothing On (Australia)	39	(2) 209,727		**DROPPED**		Lily of France
Lily Nothing On (Canada)		(2) 179,012	(2) 10/22/71	**DROPPED**		Lily of France
Lily Nothing On (Italy)		(2) 6,888	(2) 02/14/70	**DROPPED**		Lily of France
Lily Nothing On (Switzerland)		(2) 254,040	(2) 10/18/71	**DROPPED**		Lily of France
Lilies (Hybrid)	25	(2) 382,016	(2) 05/10/41	**DROPPED**		Lily of France
Lily of France (Brazil)	25	(1) 61328979	(1) 02/16/67	**DROPPED**		Lily of France
Lily of France & Des. (Canada)		(2) 99/25007	(2) 09/11/18	**DROPPED**		Lily of France
Lily of France (Costa Rica)				**REJECTED**		Lily of France
Lily of France (Italy)	25	(2) 282,172	(2) 12/02/75	**Lapsed-non-use**		Lily of France
Oblique (Canada)		(2) 133,260	(2) 09/25/61	**DROPPED**		Lily of France
Paris Nights (S. Africa)		(2) 91/4338	(2) 09/23/61	**DROPPED**		Lily of France
Pohreth's Premier*	25	(2) 699,089	(2) 04/22/82	**DROPPED**		Bestform
Premise by Pohreth*	25	(2) 699,088	(2) 04/22/82	**DROPPED**		Bestform

TRADEMARK

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REEL 1292 FRAME 338

TRADEMARK

REEL: 002283 FRAME: 0959

Mark	Class	(1) Serial No. (2) Application No.	(1) Filing Date (2) Priority Date	Proof of Use or S.B. 15.	Renewed	Prior Registrations
Queen of Diamonds (S. Africa)	25	(2) 50,3215	(1) 05/24/63	--DROPPED--		Liby of France
Queen of Diamonds (Tehran)	25	(2) 22,951	(2) 07/01/66	--DROPPED--		Liby of France
Romance (South Africa)	25	(2) 50,3216	(2) 05/24/63	--DROPPED--		Liby of France
Slim-Downer	25	(2) 941,685	(2) 08/16/72	--DROPPED--		Beeston
Soft Power	39	(2) 242,512	(2) 01/20/68	--DROPPED--		Liby of France
Soft Power (Australia)		(2) A 208,727	(2) 04/19/74	--DROPPED--		Liby of France
Soft Power (Canada)		(2) 168,841	(2) 07/30/70	--DROPPED--		Liby of France
Soft Power (Italy)		(2) 3,618	(2) 04/28/67	--DROPPED--		Liby of France
Soft Power (Switzerland)		(2) 224,804	(2) 05/31/67	--DROPPED--		Liby of France
Soft Power (U.K.)	39	(2) B 903,853	(2) 05/01/67	--DROPPED--		Liby of France
Tender Hug	25	(2) 1,322,103	(2) 08/24/65	--DROPPED--		Liby of France
The Ulsterer (Germany)	25	(2) 983,555	(2) 08/19/79	--DROPPED--		Beeston
Turbulencia (Australia)	25	(2) 483,680	(2) 05/10/65	--DROPPED--		Liby of France
Turbulencia (Canada)		(2) 54/1528	(2) 04/19/41	--DROPPED--		Liby of France
Turbulencia (Germany)	25	(2) 688,768/25	(2) 12/19/63	--DROPPED--		Liby of France
Turbulencia (Spain)		(2) 171,044	(2) 02/14/70	--DROPPED--		Liby of France

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REEL 1292 FRAME 339

Mark	Class	(1) Serial No. Zimbabwe No.	(1) Serial No. Zimbabwe No.	(1) Priority Date Zimbabwe Date	Proof of Use or S.A. 16	Renewal	Prior Registrant
Tubalence (Zimbabwe)		(2) 716/81			**DROPPED**		Lily of France
Underneck		(2) 828,948		(2) 04/04/87	**DROPPED**		Lily of France
Undercoats (Germany)	25	(2) 1,117,223			Lapses - non-use		Bestform
Weaver Lines	25	(2) 1,288,333		(2) 03/05/84	**DROPPED**		Lily of France
Wonder Lilt	25	(1) 74/524,927		(1) 05/18/84	**DROPPED**		Bestform (Del.)

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REEL 1292 FRAME 340

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