



06-08-2001

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #11

06 - 25 -	2001	
Form PTO-1594 (Rev. 03:01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings	U.S. DEPARTMENT OF COMMERCE U.S. 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):	2. Name and address of receiving party(ies)	
The Chase Manhattan Bank, 6 - 8 - 01 as collateral Agent ☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State	Name: Del Laboratories, Inc. Internal Address: Street Address: 178 EAB Plaza City: Uniondale State: N Y Zip: 11536	
Other	☐ Individual(s) citizenship	
Additional name(s) of conveying party(ies) attached? Taylor	Association General Partnership	
3. Nature of conveyance:	Limited Partnership	
Assignment Merger Security Agreement Change of Name Other Release of Security Interest Execution Date: May 29, 2001	Corporation-State Other If assignee is not domictled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?	
Application number(s) or registration number(s):		
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
	0409683	
Additional number(s) att		
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
Name: Sharon Blinkoff, Esq.	7. Total fee (37 CFR 3.41)s. 40.00	
Internal Address:		
	Enclosed	
	Authorized to be charged to deposit account	
Street Address: Herzfeld & Rubin, P.C.	8. Deposit account number:	
40 Wall Street NY NY 10005 City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)	
	THIS SPACE	
Statement and signature. To the best of my knowledge and belief, the foregoing inform copy of the original document.	nation is true and correct and any attached copy is a true	
Sharon A. Blinkoff, Esq.	6/8/01	
Name of Person Signing	fgyature Date	
	er sheet, attachments, and document:	

Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK COLLATERAL

Trademark	<u> Issue Date</u>	Registration No.
Plaid	10/17/44	0409683

RELEASE OF SECURITY INTEREST IN TRADEMARK AND TRADEMARK REGISTRATION

RELEASE dated as of May 29, 2001, made by **THE CHASE MANHATTAN BANK**, as collateral agent (in such capacity, the "Collateral Agent"), in favor of **DEL LABORATORIES, INC.**, (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor has granted to the Collateral Agent a first priority, perfected security interest in, among other things, the trademark and trademark registration described on Schedule I hereto (the "Trademark Collateral") pursuant to that certain Trademark Security Agreement dated as of February 25, 2000 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by the Grantor in favor of the Collateral Agent;

WHEREAS, the Trademark Security Agreement has been recorded in the United States Patent and Trademark Office at Reel 2032, Frame 739;

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Trademark Security Agreement, and if not defined in the Trademark Security Agreement, that certain Loan Agreement dated as of February 25, 2000 among the Grantor, certain Guarantors, the Lenders named therein and the Agent named therein (the "Loan Agreement").
- 2. Release of Security Interest. (a) The Collateral Agent hereby releases its security interest in the Trademark Collateral, and any right, title and interest of the Collateral Agent in the Trademark Collateral shall hereby cease and terminate. All releases, discharges, assignments and transfers made pursuant hereto shall be made without representation, warranty or recourse, express or implied, by the Collateral Agent.

- Notwithstanding the foregoing, nothing contained herein shall impair any security interests held by the Collateral Agent in any other Trademarks or other Collateral subject to the Trademark Security Agreement (including, without limitation, any security interest in the proceeds of the Trademark Collateral).
- 3. Further Assurances. The Collateral Agent hereby agrees to execute such instruments, to take such other actions and to give such further assurances as the Grantor reasonably may request to terminate any security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.
- GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK

IN WITNESS WHEREOF, the Collateral Agent on behalf of the Agent and the Secured Parties has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

> THE CHASE MANHATTAN BANK, as Collateral Agent for the Agent and the Secured Parties

Name: STEVEN GREENSLATT Title: VICE BESIDENT

STATE OF NEW YORK COUNTY OF SUFFOLK ss.:

On the 29th day of May, in the year 2001 before me, the undersigned, a notary public in and for said State, personally appeared Steven Greenblatt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MARY S. SABELLA Notary Public, State of New York No. 4663014 Qualified in Suffolk County Commission Expires Nov. 30. 2002

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RECORDED: 06/08/2001