

04-03-2003



102408229

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) 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):

Cosmolab, Inc.

4.2.03

- 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: CSI East, Inc.

Internal Address:

Street Address: 1100 Garrett Parkway

City: Lewisburg State: TN Zip: 37091

- 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 25, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0,941,652

Additional number(s) attached Yes No

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

Name: Brian Furgason

Internal Address:

GTOM11 00000101 500792 0941652

40.00 CH

Street Address: Gibson, Dunn & Crutcher LLP

1801 California St., Suite 4100

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0792

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter F. Weinberg Name of Person Signing

Signature

3-27-03 Date

Total number of pages including cover sheet, attachments, and document: 7

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

Cert of Mailing (37 CFR 1.8)

I hereby certify that this document was deposited in the U.S. Mail, first class, postage prepaid on 3-27-03 and addressed to: Commissioner for Patents and Trademarks, Washington, DC 20231.

By: TRADEMARK

Atty Ref: 68220-00028 Encl: Postcard Receipt

REEL: 002704 FRAME: 0954

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, as of March __, 2003, Sanford, L.P., a Illinois limited partnership ("Seller"), and CSI East, Inc., a Delaware corporation ("Assignee") entered into an Asset Purchase and Sale Agreement (the "Agreement"); and

WHEREAS, under the Agreement, Assignee has agreed to purchase certain assets of Seller related to its division Cosmolab, Inc., which is engaged in the manufacture, distribution, marketing and sale of certain color cosmetic products to cosmetic marketers (the "Business"), subject to certain liabilities assumed by Assignee; and

WHEREAS, Cosmolab, Inc., a Tennessee corporation, ("Assignor") is an affiliate of Seller; and

WHEREAS, Assignor has an interest in some intellectual property assets related to the Business that is to be transferred to Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States trademark and service mark registrations and applications therefor listed in Schedule A (collectively, the "Federal Marks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A (collectively, the "Foreign Marks"); and

WHEREAS, in the United States, the Assignor owns all right, title and interest in and to the United States patents and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Federal Patents"); and

WHEREAS, outside the United States, the Assignor owns all right, title and interest in and to the foreign patents and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Foreign Patents"); and

WHEREAS, to the best of its knowledge, Assignor is the owner of all right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights used primarily in, or related primarily to, the Business (collectively, the "Common Law Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Marks, Foreign Marks, Federal Patents, Foreign Patents, and Common Law Assets (together, the "ASSETS").

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

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment had not been made.

2. The Assignor hereby agrees to execute any documents reasonably required to effect this Assignment and to cooperate with the Assignee, at Assignee's expense, to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

[Remainder of Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 25
day of March, 2003.

COSMOLAB, INC.

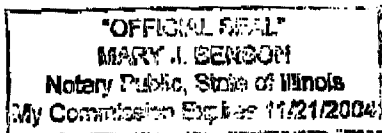
By: *Dale L. Matschullat*
Dale L. Matschullat
Vice President - General Counsel

STATE OF *Illinois*)
) SS:
COUNTY OF *Stephenson*)

On this 25th day of March, 2003, before me appeared Dale L. Matschullat, who, being by me duly sworn, did say that he is the Vice President - General Counsel of Cosmolab, Inc. a Tennessee corporation, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Mary J. Benson
Notary Public

My commission expires: *11/21/04*



SCHEDULE A**1. Granted Patents**

Matter	Country	Inventor	Patent No.	Issued	Title	Status	Owner
30002	Canada	Cunningham et al	2205880	8/28/01	Composition and Pencil Therefor Plasticized High Water Content Cosmeticgel	Issued	Cosmolab, Inc.
30002	Mexico	Cunningham et al	204088	9/05/01	Composition and Pencil Therefore Plasticized High Water Content Cosmeticgel	Issued	Cosmolab, Inc.
36487	USA	Murphy et al	6423324	7/23/02	Composition, and Products	Issued	Cosmolab, Inc.

2. Pending Patents

Matter	Country	Inventor	Serial No.	Filed	Title	Status	Owner
30002	Argentina	Cunningham et al	970104963	10/27/97	Plasticized High Water Content Cosmeticgel Composition and Pencil Therefore	Pending	Cosmolab, Inc.
30002	Brazil	Cunningham et al	09705150-0	10/27/97	Plasticized High Water Content Cosmeticgel Composition and Pencil Therefore	Pending	Cosmolab, Inc.
30002	Chile	Cunningham et al	01997-1686	8/20/97	Plasticized High Water Content Cosmeticgel Composition and Pencil Therefore	Pending	Cosmolab, Inc.
30002	China	Cunningham et al	97115041.9	7/25/97	Plasticized High Water Content Cosmeticgel Composition and Pencil Therefore	Pending	Cosmolab, Inc.

Matter	Country	Inventor	Serial No.	Filed	Title	Status	Owner
30002	Czech Republic	Cunningham et al	0PV3044-97	9/26/97	Plasticized High Water Content Cosmeticgel Composition and Pencil Therefore	Pending	Cosmolab, Inc.
30002	European Patent Office	Cunningham et al	97305066.9	7/10/97	Plasticized High Water Content Cosmeticgel Composition and Pencil Therefore	Pending	Cosmolab, Inc.
30002	Japan	Cunningham et al	009-237156	9/02/97	Plasticized High Water Content Cosmeticgel Composition and Pencil Therefore	Pending	Cosmolab, Inc.
38616A	PCT	Williams	Not Yet Available	03/07/03	Cosmetic Container, Cosmetic Applicator And Methods Of Making The Same	Pending	Cosmolab, Inc.
30002	Slovak Republic	Cunningham et al	PV1335-97S	10/02/97	Plasticized High Water Content Cosmeticgel Composition and Pencil Therefore	Pending	Cosmolab, Inc.
38616	USA	Williams	60/427697	11/20/02	Cosmetic Container, Cosmetic Applicator And Methods Of Making The Same	Pending	Cosmolab, Inc.
38789	USA	Hetzel	10/267724	10/9/02	Marking Instrument Housing, And Marking Instrument Made Therefrom	Pending	Cosmolab, Inc.

3. Trademarks

Matter	Country	Mark	Class	Reg. No.	Reg. Date	Status	Owner
6000	Canada	COSMOLAB	-	TMA230018	8/29/80	Active	Cosmolab, Inc.
60001	USA	COSMOLAB	3	941652	8/22/72	Active	Cosmolab, Inc.

CHI_DCS1\499905.2