

11/21/03

11-26-2003



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To the Honorable Commissioner of P.

102610141

attached original documents or copy thereof.

1. Name of conveying party(ies):

Make-Up Art Cosmetics Inc.

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

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

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

Name: Estee Lauder Cosmetics Ltd.

Internal Address: _____

Street Address: 161 Commander Blvd.

City: Agincourt State: Ontario ZIP: M1S3K9
CANADA

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CANADA
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/20/03

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,582,584

Additional numbers attached? Yes No

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

Name: Lesley A. Moradian

Internal Address: Suite 4200

Street Address: 767 Fifth Avenue

City: New York State: NY ZIP: 10153

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:

05-1315

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

11/26/2003 EC00PEN 00000041 051315 2582584
01 1018521 40.00 DR

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.

Darlene Volk

Name of Person Signing

Darlene Volk

Signature

11/21/03

Date

Total number of pages comprising cover sheet: 4

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 002869 FRAME: 0739

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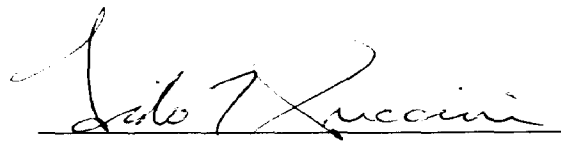
POWER OF ATTORNEY

Estee Lauder Cosmetics Ltd., a Canadian corporation, with offices at 161 Commander Blvd., Agincourt, Ontario, Canada, hereby appoints Lido Puccini, Jason Corrigan and Rita Odin, members of the Bar of the State of New York, and Lesley A. Moradian, a member of the Bar of the District of Columbia with offices c/o The Estee Lauder Companies, 767 Fifth Avenue, New York, New York 10153, its attorneys with full powers of substitution and revocation and to transact all business in the Patent and Trademark Office in connection with the trademark M·A·C STUDIO FINISH, Registration No. 2,582,584 which trademark has been assigned to Estee Lauder Cosmetics Ltd. by way of Assignment from Make-Up Art Cosmetics Inc. effective as of January 1, 2001.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Estee Lauder Cosmetics Ltd. hereby appoints Lido L. Puccini, Jason Corrigan and Rita Odin, members of the Bar of the State of New York and Lesley A. Moradian, a member of the Bar of the District of Columbia, with offices c/o The Estée Lauder Companies, 767 Fifth Avenue, New York, New York 10153, as its representatives to file all documents with the U.S. Patent & Trademark Office and upon whom notices or process in proceedings affecting the captioned mark may be served.

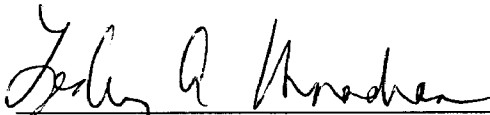
ESTEE LAUDER COSMETICS LTD.


Lido L. Puccini, Assistant Secretary

Date: November 20, 2003

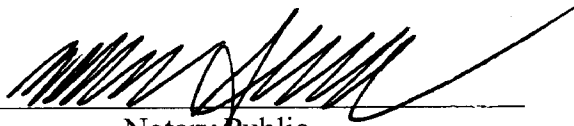
IN WITNESS WHEREOF, the Assignor has hereunto executed this instrument this 20th day of November, 2003.

MAKE-UP ART COSMETICS INC.

By: 
Lesley A. Moradian, Assistant Secretary

UNITED STATES OF AMERICA)
STATE OF NEW YORK) ss.:
COUNTY OF NEW YORK)

On this 20th day of November, 2003, before me personally appeared Lesley A. Moradian, to me known and known to me to be the Assistant Secretary of Make-Up Art Cosmetics Inc., and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the purposes set forth therein.


Notary Public

WILLIAM JELINEK
Notary Public, State of New York
No. 02JE5031411
Certified in New York County
Commission Expires Aug. 1, 2006

ASSIGNMENT

This Assignment, effective as and from January 1, 2001, from Make-Up Art Cosmetics Inc., a corporation organized and existing under the laws of Delaware, whose address is 767 Fifth Avenue, New York, New York, 10153, USA (hereinafter the "ASSIGNOR") to Estee Lauder Cosmetics Ltd., a corporation organized and existing under the laws of Canada, whose address is 161 Commander Blvd., Agincourt, Ontario, Canada M1S 3K9 (hereinafter the "ASSIGNEE"):

WITNESSETH THAT:

WHEREAS, the Assignor is the owner of all right, title and interest in and to trademark M·A·C STUDIO FINISH ("the Trademark"), Registration No. 2,582,584 and in and to the goodwill of the business relating thereto;

WHEREAS, the Assignee wishes to acquire from the Assignor all right, title and interest in and to the Trademark, together with the goodwill of the business appertaining to and symbolized by said trademarks and wishes also to acquire all right, title and interest in and to the Trademark;

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor by these presents does hereby sell, transfer, convey and assign unto the Assignee its entire right, title and interest in and to the Trademark without limitation, together with the goodwill of the business appertaining thereto.