

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mary Kay Inc.		08/06/2004	CORPORATION: DELAWARE
Mary Kay Holding Corporation		08/16/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank One, NA
Street Address:	1 Bank One Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60670
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 179		
Property Type	Number	Word Mark
Registration Number:	1252648	ACAPELLA
Registration Number:	1148571	ANGELFIRE
Registration Number:	1148574	ANGELFIRE
Registration Number:	1680937	ANGELFIRE
Registration Number:	1264181	APPLAUSE
Registration Number:	2812798	APRENDEMCK
Registration Number:	1286074	BEAUTY BLOTTERS
Registration Number:	2250529	BALANCED RESPONSE
Registration Number:	2736120	BEHIND EVERY GREAT WOMAN IS A GREAT CONNECTION
Registration Number:	2430344	BELARA
Registration Number:	2848005	BREAK THE SILENCE ON VIOLENCE AGAINST WOMEN
Registration Number:	2680152	BREAK THE SILENCE ON VIOLENCE AGAINST WOMEN
Registration Number:	2462010	CALMING INFLUENCE
Registration Number:	1332087	CHALLENGER

CH \$4490.00 1252648

Registration Number:	2462834	COLOR EDITION
Registration Number:	1956117	COLOR SHIELD
Registration Number:	2200018	CONNECTIONSPUS
Registration Number:	2386279	CREATING A BETTER BALANCED LIFE!
Registration Number:	2246482	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD
Registration Number:	2405934	DAILY BENEFITS FOR MEN
Registration Number:	2423744	DAILY BENEFITS FOR WOMEN
Registration Number:	2156743	DAILY DEFENSE
Registration Number:	2786169	DALE MATE AL BRILLO
Registration Number:	1001413	DAY RADIANCE
Registration Number:	2719040	DE CORAZON A CORAZON
Registration Number:	2719753	DESCUBRIMIENTO. DEVOCION. DIRECCION.
Registration Number:	2138670	
Registration Number:	2080752	
Registration Number:	2027729	
Registration Number:	1632106	
Registration Number:	2518781	DISCOVERY. DEVOTION. DIRECTION.
Registration Number:	2378129	DOMAIN
Registration Number:	2446659	ELIGE
Registration Number:	2211939	ELIGE
Registration Number:	2846021	EMBRACE DREAMS
Registration Number:	2846023	EMBRACE HAPPINESS
Registration Number:	2846025	EMBRACE HARMONY
Registration Number:	2618740	EMBRACE LIFE
Registration Number:	2846022	EMBRACE TODAY
Registration Number:	1543502	ENTERATE
Registration Number:	1001323	EXQUISITE
Registration Number:	2155811	EYESICLES
Registration Number:	1323981	FACE TO FACE
Registration Number:	2225749	
Registration Number:	2011087	FOOTSTEPS
Registration Number:	1143838	GENJI
Registration Number:	2548487	GET MOVING CARE PACKAGE
Registration Number:	2723841	HEART TO HEART

Registration Number:	2307945	HIGH PROFILE
Registration Number:	2680882	HORA DE PODER
Registration Number:	2105825	IN
Registration Number:	2444748	IN A FLASH
Registration Number:	2444623	INNER YOU
Registration Number:	2024654	INSTANT-ACTION
Registration Number:	2355505	INSURANCECONNECTIONS
Registration Number:	2758653	INTOUCH WITH SUCCESS
Registration Number:	2391791	JOURNEY
Registration Number:	2250628	JOURNEY
Registration Number:	2159754	JOURNEY
Registration Number:	2276411	LA VIDA ES TUYA PARA EXPLORARLA
Registration Number:	2857511	LEARNMK
Registration Number:	2157564	LIFE IS YOURS TO EXPLORE
Registration Number:	2439262	LIVING MY LIFE
Registration Number:	2724006	MANOS DE SEDA
Registration Number:	2657139	MARKETPLACE OF THE HEART
Registration Number:	2667127	
Registration Number:	2657119	MARKETPLACE OF THE HEART: HELPING OTHERS WHILE YOU SAVE
Registration Number:	2138669	MARY KAY
Registration Number:	2088644	MARY KAY
Registration Number:	2029222	MARY KAY
Registration Number:	2019851	MARY KAY
Registration Number:	1997169	MARY KAY
Registration Number:	1979746	MARY KAY
Registration Number:	1842599	MARY KAY
Registration Number:	1513319	MARY KAY
Registration Number:	1312253	MARY KAY
Registration Number:	1301795	MARY KAY
Registration Number:	1242880	MARY KAY
Registration Number:	1234618	MARY KAY
Registration Number:	1221664	MARY KAY
Registration Number:	1215869	MARY KAY
Registration Number:	1215807	MARY KAY

Registration Number:	1070841	MARY KAY
Registration Number:	1628275	MARY KAY
Registration Number:	1545983	MARY KAY
Registration Number:	2542184	MARY KAY
Registration Number:	1208283	MARY KAY
Registration Number:	817516	MARY KAY
Registration Number:	2816917	DIRECTORY ADVERTISING MARY KAY
Registration Number:	2122018	MARY KAY INTOUCH
Registration Number:	2684192	MARY KAY LUMINEYES
Registration Number:	2474560	MARY KAY SPOT SOLUTION
Registration Number:	2559020	MK
Registration Number:	2186493	MK
Registration Number:	1980767	MKONEWRITE
Registration Number:	2723905	MKECARDS
Registration Number:	2746662	MKECARDS
Registration Number:	2829177	MK CHECKS
Registration Number:	2115974	MKCONNECTIONS
Registration Number:	1975356	MKCONNECTIONS
Registration Number:	2717092	MK ETOUCH
Registration Number:	2749385	MK ETOUCH
Registration Number:	2384691	MKIMPRESSIONS
Registration Number:	1436929	MOISTURE RENEWAL
Registration Number:	2726895	MY CUSTOMERS
Registration Number:	2592133	MYMK.COM
Registration Number:	2402714	NO APPOINTMENT NECESSARY
Registration Number:	2660595	NOTE WORTHY CARE PACKAGE
Registration Number:	2559376	NUTRIBEADS
Registration Number:	2422514	NUTRINEWAL
Registration Number:	2293575	NUTRITION MANAGEMENT TO FIT YOUR LIFESTYLE
Registration Number:	2290670	OIL RELIEF
Registration Number:	2822423	OVATION
Registration Number:	2735395	PARTNERSHIPS OF THE HEART
Registration Number:	2791026	PARTNERSHIPS OF THE HEART
Registration Number:	2735394	PARTNERSHIPS OF THE HEART
Registration Number:	2303682	PERFECT SURFACE

Registration Number:	2363687	POWER HOUR
Registration Number:	1485876	PREMONITION
Registration Number:	1379981	QUATTRO
Registration Number:	2474562	REFRESH ZING CARE PACKAGE
Registration Number:	2476755	RENEW YOU CARE PACKAGE
Registration Number:	2373600	SALON DIRECT
Registration Number:	2565045	SATIN HANDS
Registration Number:	2672754	SATIN HANDS & BODY
Registration Number:	2563131	SATIN LIPS
Registration Number:	1423829	SEASON'S BEST
Registration Number:	2070487	SHEER SENSATION
Registration Number:	2402528	
Registration Number:	2238356	
Registration Number:	2419664	SIN UNA PALABRA, SE SIENDE TU PRESENCIA
Registration Number:	2363342	SIN UNA PALABRA, SE SIENDE TU PRESENCIA
Registration Number:	1484924	SKIN MANAGEMENT
Registration Number:	1929098	SKIN REVIVAL
Registration Number:	1582017	SKIN WELLNESS
Registration Number:	2802112	SMART START
Registration Number:	2430266	SPEED SET
Registration Number:	2034548	STRESS FREE
Registration Number:	1494750	SUN ESSENTIALS
Registration Number:	2738166	SURFMK
Registration Number:	2738252	SURFMK
Registration Number:	2195444	TENDER POWER
Registration Number:	2375896	TERME D'ISOLA
Registration Number:	2414631	TIMEWISE
Registration Number:	1543186	TRIBUTE
Registration Number:	1946965	TRIPLE-ACTION
Registration Number:	2762014	TRIPLE-ACTION
Registration Number:	2061946	TRIPLE-ACTION
Registration Number:	2663964	VELOCITY
Registration Number:	2518569	VELOCITY
Registration Number:	1332088	VIP
Registration Number:	2064134	VISIBLE-ACTION

Registration Number:	2635144	VIVIENDO MI VIDA
Registration Number:	2084432	WHEN YOU FEEL GREAT IT SHOWS
Registration Number:	2293707	WITHOUT A WORD, YOU MAKE YOUR PRESENCE KNOWN
Registration Number:	2610018	WITHOUT A WORD, YOU MAKE YOUR PRESENCE KNOWN
Registration Number:	2269450	WOMEN AND SUCCESS
Registration Number:	2432285	WONDERFUL
Registration Number:	2534808	WONDERFUL
Registration Number:	2480951	WORRIES AWAY CARE PACKAGE
Registration Number:	2512145	YOUR ADDRESS FOR BUSINESS SUCCESS
Registration Number:	2498984	YOUR PARTNER FOR PERSONAL SUCCESS
Serial Number:	76568903	APRENDE MK LOGRA, TRIUNFA
Serial Number:	76530939	CAREER ESSENTIALS
Serial Number:	76511849	COMIENZO INTELIGENTE
Serial Number:	76577374	EMBRACE ROMANCE
Serial Number:	76596291	ENDLESS PERFORMANCE
Serial Number:	75982380	FAVORITE THINGS
Serial Number:	76515220	
Serial Number:	76590693	GO-GIVE
Serial Number:	76091511	INDULGE
Serial Number:	76568904	LEARN MK ACHIEVE, SUCCEED
Serial Number:	76509227	LIP OUTLINER
Serial Number:	76500304	LUSCIOUS COLOR
Serial Number:	76259699	MK SIGNATURE
Serial Number:	76387257	MK SIGNATURE
Serial Number:	76259698	MK SIGNATURE
Serial Number:	76570422	SHIMMERIFFIC
Serial Number:	76308226	VELOCITY

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark
Address Line 1: Sidley Austin Brown & Wood LLP
Address Line 2: 717 N. Harwood, Suite 3400
Address Line 4: Dallas, TEXAS 75201

TRADEMARK

REEL: 002922 FRAME: 0129

ATTORNEY DOCKET NUMBER:

36084-35160

NAME OF SUBMITTER:

Dusan Clark, Esq.

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement") is entered into as of August 16, 2004 by and among MARY KAY INC., a Delaware corporation (the "Borrower"), MARY KAY HOLDING CORPORATION, a Delaware corporation (the "Parent" and together with the Borrower and any other Domestic Subsidiaries which become parties to this Agreement, the "Grantors") and BANK ONE, NA (Main Office Chicago), as contractual representative (the "Administrative Agent") on behalf of itself and on behalf of the "Holders of Secured Obligations" (as such term is defined in the below described Credit Agreement).

WITNESSETH:

WHEREAS, the Borrower, the Parent, the Administrative Agent and certain financial institutions (the "Lenders") are parties to that certain Credit Agreement dated as of the date hereof (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, make loans, advances, and other financial accommodations to or for the benefit of the Borrower;

WHEREAS, the Grantors (other than the Borrower) and the Administrative Agent have entered into a certain Guaranty Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), pursuant to which such Grantors have agreed to guarantee all of the Secured Obligations upon the terms and conditions set forth therein;

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Pledge and Security Agreement"), pursuant to which each Grantor has granted a security interest in substantially all of its assets to the Administrative Agent for the benefit of the Administrative Agent and the Holders of Secured Obligations; and

WHEREAS, the Lenders have required the Grantors to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of (a) the Secured Obligations and (b) all of the obligations and liabilities under the Guaranty of the Grantors (other than the Borrower) (such obligations and liabilities, together with the Secured Obligations, being hereinafter referred to as the "Liabilities"), and (ii) as a condition precedent to the making of any loans, advances and any other financial accommodations by the Lenders under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Pledge and Security Agreement shall have the meaning specified for such term in the Pledge and Security Agreement.

(ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, each Grantor hereby grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests (except any Lien permitted under Section 6.15 of the Credit Agreement), with power of sale to the extent permitted by applicable law, all of such Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (e) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark

license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and after the occurrence and during the continuance of a Default the right to prepare for sale and sell any and all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing or anything herein or in any other Loan Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Administrative Agent or any Holder of Secured Obligations with respect to such Grantor's interest in any License, contract right, license agreement, or any other general intangible (each such License, contract right, license agreement and other general intangible being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by such Grantor to the Administrative Agent or any Holder of Secured Obligations is prohibited by the terms and provisions of the agreement, document or instrument creating, evidencing or granting a security interest in such Excluded Property or rights related thereto; provided, however, that if and when the prohibition which prevents the granting by such Grantor to the Administrative Agent of a security interest in any Excluded Property is removed or otherwise terminated, the Administrative Agent will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

4. Restrictions on Future Agreements. Except as otherwise permitted by the Credit Agreement, no Grantor shall, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement or the other Loan Documents, and, with respect to each Trademark and License that is material to such Grantor's business, each Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Each Grantor represents and warrants that, as of the Closing Date, (i) the Trademarks listed on Schedule A include all of the foreign and domestic registered trademarks, trademark applications, registered service marks and service mark applications owned or held by such Grantor, (ii) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which such Grantor is the licensee or licensor and (iii) except for any Lien permitted by Section 6.15 of the Credit Agreement, no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, any Grantor shall (a) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (b) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (c) enter into any new trademark license agreement or service

mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. Each Grantor shall give to the Administrative Agent written notice of events described in clauses (a), (b) and (c) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a semiannual basis. Each Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, material trademark applications, material service marks, registered service marks and service mark applications of such Grantor and by amending Schedule B to include any future trademark license agreements and service mark license agreements of such Grantor, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing in the United States Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. Each Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies to the extent expressly permitted under paragraph 14 or pursuant to the Pledge and Security Agreement after the occurrence and during the continuance of a Default shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent or any other Holder of Secured Obligations to such Grantor.

7. Further Assignments. Except as otherwise permitted by the Credit Agreement, each Grantor agrees (i) not to sell or assign its respective interests in any Trademarks or the Licenses or grant any license under the Trademarks without the prior written consent of the Administrative Agent and (ii) to maintain the quality of the products using such Trademarks or Licenses at a level sufficient to preserve such Trademarks and Licenses.

8. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Liabilities have been paid in full and the Credit Agreement and the other Loan Documents have been terminated. Notwithstanding the foregoing, the security interests granted hereunder (and any Grantor's obligations hereunder) shall be released in accordance with the provisions of Section 10.16 of the Credit Agreement and Section 8.12 of the Pledge and Security Agreement. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Pledge and Security Agreement.

9. Duties of the Grantors. Each Grantor shall have the duty, to the extent reasonably necessary or otherwise desirable in the normal conduct of such Grantor's business, as

determined in the reasonable discretion of such Grantor, to: (i) reasonably prosecute diligently any trademark application or service mark application that is material to the conduct of the Grantor's business and that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for registration for such trademarks or service marks. Each Grantor further agrees (i) not to abandon any Trademark or License to the extent such Trademark or License is reasonably necessary or otherwise desirable in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, and (ii) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be reasonably necessary or otherwise desirable, as determined in the Grantor's reasonable discretion, in the operation of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the applicable Grantor. Neither the Administrative Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence of a Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the applicable Grantor and shall be added to the Liabilities secured hereby.

10. The Administrative Agent's Right to Sue. Following the occurrence and during the continuance of a Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, each Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The applicable Grantor shall, upon demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the applicable Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the

provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Following the occurrence and during the continuance of a Default, each Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in such Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the giving by the Administrative Agent of written notice to such Grantor of the Administrative Agent's intention to enforce its rights and claims against such Grantor, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses to anyone, on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full and the Credit Agreement and the other Loan Documents shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or the other Holders of Secured Obligations under the Pledge and Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of a Default and the election by the Administrative Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All

of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Pledge and Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Pledge and Security Agreement and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Administrative Agent, any Holder of Secured Obligations or any of their respective designees or representatives, granted hereunder or any other Loan Document, be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Administrative Agent hereunder.

15. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their respective nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, except as otherwise permitted by the Credit Agreement, that no Grantor shall voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement and the Pledge and Security Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. 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.

20. Merger. This Agreement represents the final agreement of each Grantor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Grantor and the Administrative Agent or any Holder of Secured Obligations.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MARY KAY INC., as Grantor

By: Terry Smith
Name: Terry Smith
Title: Chief Financial Officer

MARY KAY HOLDING CORPORATION, as a
Grantor

By: Terry Smith
Name: Terry Smith
Title: Senior Vice President, Finance

Accepted and agreed to as of the day and year first
above written.

BANK ONE, NA, (MAIN OFFICE CHICAGO),
as Administrative Agent

By: _____
Name: Jules Panno
Title: Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL : 002922 FRAME: 0138

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MARY KAY INC., as Grantor

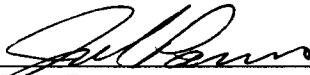
By: _____
Name: Terry Smith
Title: Chief Financial Officer

MARY KAY HOLDING CORPORATION, as a
Grantor

By: _____
Name: Terry Smith
Title: Senior Vice President, Finance

Accepted and agreed to as of the day and year first
above written.

BANK ONE, NA, (MAIN OFFICE CHICAGO),
as Administrative Agent

By:  _____
Name: Jules Panno
Title: Director

TRADEMARKS, TRADEMARK APPLICATIONS AND OTHER TRADEMARKS

MARY KAY U.S. FEDERAL TRADEMARK REGISTRATIONS

Grantor	Domain Name/Mark	Country	Registration or Application Number	Issue or Filing Date
MARY KAY INC.	ACAPELLA	United States	1,252,648	10/4/83
MARY KAY INC.	ANGELFIRE	United States	1,148,571	3/24/81
MARY KAY INC.	ANGELFIRE (OLD SCRIPT LOGO)	United States	1,148,574	3/24/81
MARY KAY INC.	ANGELFIRE (SCRIPT)	United States	1,680,937	3/31/92
MARY KAY INC.	APPLAUSE	United States	1,264,181	1/17/84
MARY KAY INC.	APPRENDEMK	United States	2,812,798	2/10/04
MARY KAY INC.	BALANCED RESPONSE	United States	2,250,529	6/1/99
MARY KAY INC.	BEAUTY BLOTTERS	United States	1,266,074	7/17/84
MARY KAY INC.	BEHIND EVERY GREAT WOMAN IS A GREAT CONNECTION	United States	2,736,120	7/15/03
MARY KAY INC.	BELARA	United States	2,430,344	2/20/01
MARY KAY INC.	BREAK THE SILENCE ON VIOLENCE AGAINST WOMEN	United States	2,848,005	6/1/04
MARY KAY INC.	BREAK THE SILENCE ON VIOLENCE AGAINST WOMEN (DESIGN)	United States	2,680,152	1/28/03
MARY KAY INC.	CALMING INFLUENCE	United States	2,462,010	6/19/01
MARY KAY INC.	CHALLENGER	United States	1,332,087	4/23/85
MARY KAY INC.	COLOR EDITION	United States	2,462,834	6/19/01
MARY KAY INC.	COLOR SHIELD	United States	1,956,117	2/13/96
MARY KAY INC.	CONNECTIONPLUS (STYLIZED)	United States	2,200,018	10/27/98
MARY KAY INC.	CREATING A BETTER BALANCED LIFE!	United States	2,386,279	9/12/00
MARY KAY INC.	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD	United States	2,246,482	5/18/99
MARY KAY INC.	DAILY BENEFITS FOR MEN	United States	2,405,934	11/21/00
MARY KAY INC.	DAILY BENEFITS FOR WOMEN	United States	2,423,744	1/23/01
MARY KAY INC.	DAILY DEFENSE	United States	2,156,743	5/12/98
MARY KAY INC.	DALE MATE AL BRILLO	United States	2,786,169	11/25/03
MARY KAY INC.	DAY RADIANCE	United States	1,001,413	1/14/75
MARY KAY INC.	DE CORAZON A CORAZON	United States	2,719,040	5/27/03
MARY KAY INC.	DESCUBRIMIENTO. O. DEVOCION. DIRECCION.	United States	2,719,753	5/27/03
MARY KAY INC.	DESIGN ONLY	United States	2,138,670	2/24/98
MARY KAY INC.	DESIGN ONLY	United States	2,080,752	7/22/97
MARY KAY INC.	DESIGN ONLY	United States	2,027,729	12/31/96
MARY KAY INC.	DESIGN ONLY	United States	1,632,106	1/22/91

Schedule A to the
Trademark Security Agreement

Grantor	Domain Name/Mark	Country	Registration or Application Number	Issue or Filing Date
MARY KAY INC.	DISCOVERY, DEVOTION, DIRECTION,	United States	2,518,781	12/11/01
MARY KAY INC.	DOMAIN	United States	2,378,129	8/15/00
MARY KAY INC.	ELIGE	United States	2,446,659	04/24/01
MARY KAY INC.	ELIGE	United States	2,211,939	12/15/98
MARY KAY INC.	EMBRACE DREAMS (Design)	United States	2,846,021	5/25/04
MARY KAY INC.	EMBRACE HAPPINESS (Design)	United States	2,846,023	5/25/04
MARY KAY INC.	EMBRACE HARMONY (Design)	United States	2,846,025	5/25/04
MARY KAY INC.	EMBRACE LIFE (Design)	United States	2,618,740	9/10/02
MARY KAY INC.	EMBRACE TODAY (Design)	United States	2,846,022	5/25/04
MARY KAY INC.	ENTERATE (STYLIZED)	United States	1,543,502	6/13/89
MARY KAY INC.	EXQUISITE	United States	1,001,323	1/7/75
MARY KAY INC.	EYESICLES	United States	2,155,811	5/5/98
MARY KAY INC.	FACE TO FACE (W/ FACE DESIGN)	United States	1,323,981	3/12/85
MARY KAY INC.	FLORAL DESIGN	United States	2,225,749	2/23/99
MARY KAY INC.	FOOTSTEPS	United States	2,011,087	10/22/96
MARY KAY INC.	GENJI	United States	1,143,838	12/23/80
MARY KAY INC.	GET MOVING CARE PACKAGE	United States	2,548,487	3/12/02
MARY KAY INC.	HEART TO HEART	United States	2,723,841	6/10/03
MARY KAY INC.	HIGH PROFILE	United States	2,307,945	1/11/00
MARY KAY INC.	HORA DE PODER	United States	2,680,882	1/28/03
MARY KAY INC.	IN	United States	2,105,825	10/14/97
MARY KAY INC.	IN A FLASH	United States	2,444,748	4/17/01
MARY KAY INC.	INNER YOU	United States	2,444,623	4/17/01
MARY KAY INC.	INSTANT-ACTION	United States	2,024,654	12/17/96
MARY KAY INC.	INSURANCECONNECTIONS	United States	2,355,505	6/6/00
MARY KAY INC.	INTOUCH WITH SUCCESS	United States	2,758,653	9/2/03
MARY KAY INC.	JOURNEY	United States	2,391,791	10/3/00
MARY KAY INC.	JOURNEY	United States	2,250,628	6/1/99
MARY KAY INC.	JOURNEY	United States	2,159,754	5/19/98
MARY KAY INC.	LA VIDA ES TUYA PARA EXPLORARLA	United States	2,276,411	9/7/99
MARY KAY INC.	LEARNWK	United States	2,857,511	6/29/04
MARY KAY INC.	LIFE IS YOURS TO EXPLORE	United States	2,157,564	5/12/98
MARY KAY INC.	LIVING MY LIFE	United States	2,439,262	3/27/01
MARY KAY INC.	MANOS DE SEDA	United States	2,724,006	6/10/03
MARY KAY INC.	MARKETPLACE OF THE HEART	United States	2,657,139	12/3/02
MARY KAY INC.	MARKETPLACE OF THE HEART (Heart & Cart Design)	United States	2,667,127	12/24/02
MARY KAY INC.	MARKETPLACE OF THE HEART: HELPING OTHERS WHILE YOU SAVE	United States	2,657,119	12/3/02
MARY KAY INC.	MARY KAY	United States	2,138,669	2/24/98

Schedule A to the
Trademark Security Agreement

Grantor	Domain Name/Mark	Country	Registration or Application Number	Issue or Filing Date
MARY KAY INC.	MARY KAY	United States	2,088,644	8/19/97
MARY KAY INC.	MARY KAY	United States	2,029,222	1/7/97
MARY KAY INC.	MARY KAY	United States	2,019,851	11/26/96
MARY KAY INC.	MARY KAY	United States	1,997,169	8/27/96
MARY KAY INC.	MARY KAY	United States	1,979,746	6/11/96
MARY KAY INC.	MARY KAY	United States	1,842,599	7/5/94
MARY KAY INC.	MARY KAY	United States	1,513,319	11/22/88
MARY KAY INC.	MARY KAY	United States	1,312,253	1/1/85
MARY KAY INC.	MARY KAY	United States	1,301,795	10/23/84
MARY KAY INC.	MARY KAY	United States	1,242,880	6/21/83
MARY KAY INC.	MARY KAY	United States	1,234,618	4/12/83
MARY KAY INC.	MARY KAY	United States	1,221,664	12/28/82
MARY KAY INC.	MARY KAY	United States	1,215,869	11/9/82
MARY KAY INC.	MARY KAY	United States	1,215,807	11/9/82
MARY KAY INC.	MARY KAY	United States	1,070,841	8/9/77
MARY KAY INC.	MARY KAY (NEW LOGO)	United States	1,628,275	12/18/90
MARY KAY INC.	MARY KAY (NEW LOGO)	United States	1,545,983	7/4/89
MARY KAY INC.	MARY KAY (NEW LOGO)	United States	2,542,184	2/26/02
MARY KAY INC.	MARY KAY (STYLIZED)	United States	1,208,283	9/14/82
MARY KAY INC.	MARY KAY (STYLIZED)	United States	817,516	10/25/66
MARY KAY INC.	MARY KAY DIRECTORY ADVERTISING (Design)	United States	2,816,917	2/24/04
MARY KAY INC.	MARY KAY INTOUCH	United States	2,122,018	12/16/97
MARY KAY INC.	MARY KAY LUMINEYES	United States	2,684,192	2/4/03
MARY KAY INC.	MAY KAY SPOT SOLUTION	United States	2,474,560	7/13/01
MARY KAY INC.	MK	United States	2,559,020	4/9/02
MARY KAY INC.	MK (OneWrite)	United States	2,186,493	09/01/98
MARY KAY INC.	MK CREST DESIGN	United States	1,980,767	6/18/96
MARY KAY INC.	MK E CARDS	United States	2,186,493	9/1/98
MARY KAY INC.	MK E CARDS (DESIGN)	United States	2,723,905	6/10/03
MARY KAY INC.	MKCHECKS	United States	2,746,662	8/5/03
MARY KAY INC.	MKCONNECTIONS	United States	2,829,177	4/6/04
MARY KAY INC.	MKCONNECTIONS	United States	2,115,974	11/25/97
MARY KAY INC.	MKCONNECTIONS	United States	1,975,356	5/21/96
MARY KAY INC.	MKETOUCH	United States	2,717,092	5/20/03
MARY KAY INC.	MKETOUCH (DESIGN)	United States	2,749,385	8/12/03
MARY KAY INC.	MKIMPRESSIONS	United States	2,384,691	9/12/00
MARY KAY INC.	MOISTURE RENEWAL	United States	1,436,929	4/14/87
MARY KAY INC.	MYCUSTOMERS (DESIGN)	United States	2,726,895	6/17/03
MARY KAY INC.	MYMK.COM	United States	2,592,133	7/9/02

Schedule A to the
Trademark Security Agreement

Grantor	Domain Name/Mark	Country	Registration or Application Number	Issue or Filing Date
MARY KAY INC.	NO APPOINTMENT NECESSARY	United States	2,402,714	11/7/00
MARY KAY INC.	NOTE WORTHY CARE PACKAGE	United States	2,660,595	12/10/02
MARY KAY INC.	NUTRIBEADS	United States	2,559,376	4/9/02
MARY KAY INC.	NUTRINEWAL	United States	2,422,514	1/23/01
MARY KAY INC.	NUTRITION MANAGEMENT TO FIT YOUR LIFESTYLE	United States	2,293,575	11/16/99
MARY KAY INC.	OIL RELIEF	United States	2,290,670	11/2/99
MARY KAY INC.	OVATION	United States	2,822,423	3/16/04
MARY KAY INC.	PARTNERSHIPS OF THE HEART	United States	2,735,395	7/8/03
MARY KAY INC.	PARTNERSHIPS OF THE HEART (DESIGN)	United States	2,791,026	12/9/03
MARY KAY INC.	PARTNERSHIPS OF THE HEART (DESIGN)	United States	2,735,394	7/8/03
MARY KAY INC.	PERFECT SURFACE	United States	2,303,682	12/28/99
MARY KAY INC.	POWER HOUR	United States	2,363,687	7/4/00
MARY KAY INC.	PREMONITION	United States	1,485,876	4/26/88
MARY KAY INC.	QUATTRO	United States	1,379,981	1/28/86
MARY KAY INC.	REFRESH ZING CARE PACKAGE	United States	2,474,562	7/31/01
MARY KAY INC.	RENEW YOU CARE PACKAGE	United States	2,476,755	8/7/01
MARY KAY INC.	SALON DIRECT	United States	2,373,600	8/1/00
MARY KAY INC.	SALON HANDS	United States	2,565,045	4/30/02
MARY KAY INC.	SALON HANDS & BODY	United States	2,672,754	1/7/03
MARY KAY INC.	SATIN LIPS	United States	2,563,131	4/23/02
MARY KAY INC.	SEASONS BEST	United States	1,423,829	1/6/87
MARY KAY INC.	SHEER SENSATION	United States	2,070,487	6/10/97
MARY KAY INC.	SILVER WINGS & HEART DESIGN	United States	2,402,528	11/7/00
MARY KAY INC.	SILVER WINGS DESIGN	United States	2,238,356	4/13/99
MARY KAY INC.	SIN UNA PALABRA, SE SIENTE TU PRESENCIA	United States	2,419,664	1/9/01
MARY KAY INC.	SIN UNA PALABRA, SE SIENTE TU PRESENCIA	United States	2,363,342	6/27/00
MARY KAY INC.	SKIN MANAGEMENT	United States	1,484,924	4/19/88
MARY KAY INC.	SKIN REVIVAL	United States	1,929,098	10/24/95
MARY KAY INC.	SKIN WELLNESS	United States	1,582,017	2/6/90
MARY KAY INC.	SMART START	United States	2,802,112	1/6/04
MARY KAY INC.	SPEED SET	United States	2,430,266	2/20/01
MARY KAY INC.	STRESS FREE	United States	2,034,548	1/28/97
MARY KAY INC.	SUN ESSENTIALS	United States	1,494,750	7/5/88
MARY KAY INC.	SURFMK	United States	2,738,166	7/15/03
MARY KAY INC.	SURFMK (DESIGN)	United States	2,738,252	7/15/03
MARY KAY INC.	TENDER POWER	United States	2,195,444	10/13/98
MARY KAY INC.	TERME D'ISOLA	United States	2,375,896	8/8/00
MARY KAY INC.	TIMEWISE	United States	2,414,631	12/19/00
MARY KAY INC.	TRIBUTE	United States	1,543,186	6/13/89

Schedule A to the
Trademark Security Agreement

Grantor	Domain Name/Mark	Country	Registration or Application Number	Issue or Filing Date
MARY KAY INC.	TRIPLE-ACTION	United States	1,946,965	1/9/96
MARY KAY INC.	TRIPLE-ACTION	United States	2,762,014	9/9/03
MARY KAY INC.	TRIPLE-ACTION	United States	2,061,946	5/13/97
MARY KAY INC.	VELOCITY	United States	2,663,964	12/17/02
MARY KAY INC.	VELOCITY	United States	2,518,569	12/11/01
MARY KAY INC.	VIP AND DESIGN	United States	1,332,088	4/23/85
MARY KAY INC.	VISIBLE-ACTION	United States	2,064,134	5/20/97
MARY KAY INC.	VIVIENDO MI VIDA	United States	2,635,144	10/15/02
MARY KAY INC.	WHEN YOU FEEL GREAT IT SHOWS	United States	2,084,432	7/29/97
MARY KAY INC.	WITHOUT A WORD, YOU MAKE YOUR PRESENCE KNOWN	United States	2,293,707	11/16/99
MARY KAY INC.	WITHOUT A WORD, YOU MAKE YOUR PRESENCE KNOWN	United States	2,501,018	8/20/02
MARY KAY INC.	WOMEN AND SUCCESS	United States	2,269,450	8/10/99
MARY KAY INC.	WONDERFUL	United States	2,432,285	2/27/01
MARY KAY INC.	WONDERFUL	United States	2,534,808	1/29/02
MARY KAY INC.	WORRIES AWAY CARE PACKAGE	United States	2,480,951	08/21/01
MARY KAY INC.	YOUR ADDRESS FOR BUSINESS SUCCESS	United States	2,512,145	11/27/01
MARY KAY INC.	YOUR PARTNER FOR PERSONAL SUCCESS	United States	2,498,984	10/16/01

Schedule A to the
Trademark Security Agreement

MARY KAY U.S. FEDERAL PENDING TRADEMARK APPLICATIONS

Grantor	Domain Name/Mark	Country	Registration or Application Number	Issue or Filing Date
MARY KAY INC.	APRENDEMK, LOGRA, TRIUNFA	United States	76/568,903	12/29/03
MARY KAY INC.	CAREER ESSENTIALS	United States	76/530,939	7/21/03
MARY KAY INC.	COMIENZO INTELIGENTE	United States	76/511,849	5/6/03
MARY KAY INC.	EMBRACE ROMANCE	United States	76/577,374	2/23/04
MARY KAY INC.	ENDLESS PERFORMANCE	United States	76/596,291	6/7/04
MARY KAY INC.	FAVORITE THINGS	United States	75/982,380	4/6/99
MARY KAY INC.	FLORAL DESIGN	United States	76/515,220	4/22/03
MARY KAY INC.	GO-GIVE	United States	76/590,693	5/4/04
MARY KAY INC.	INDULGE	United States	76/091,511	7/19/00
MARY KAY INC.	LEARNMK, ACHIEVE, SUCCEED	United States	76/568,904	12/29/03
MARY KAY INC.	LIP OUTLINER	United States	76/509,227	4/23/03
MARY KAY INC.	LUSCIOUS COLOR	United States	76/500,304	3/25/03
MARY KAY INC.	MK SIGNATURE (DESIGN MARK)	United States	76/259,699	05/21/01
MARY KAY INC.	MK SIGNATURE (WORD MARK)	United States	76/387,257	3/26/02
MARY KAY INC.	MK SIGNATURE (WORD MARK)	United States	76/259,698	05/21/01
MARY KAY INC.	MYBUSINESS	United States		
MARY KAY INC.	SHIMMERIFIC	United States	76/570,422	1/12/04
MARY KAY INC.	VELOCITY	United States	76/308,226	8/31/01