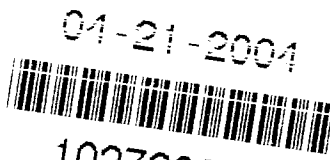


RE OFFICE



Tab settings

2004 APR 16 AM 9:04

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

FINANCE SECTION

1. Name of conveying party(ies):  
Merrill Lynch Capital, A Division of Merrill Lynch Business  
Financial Services, Inc. (as Agent)

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

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

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other Trademark Release
  - Merger
  - Change of Name

Execution date: April 6, 2004

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

The Cutex Company

Internal

Address:

Street Address: 90 North Broadway

City: Irvington State: NY Zip: 10533

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

FINANCE SECTION  
2004 APR 16 AM 9:04  
OFFICE OF PUBLIC RECORDS

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

A. Trademark Application No.(s) 78/129536

B. Trademark Registration No.(s) 2566585, 0442549, 0139040, 0117584 and others listed on Schedule I attached hereto

Additional number(s) attached  Yes  No

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

Name: Alida Stanley

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved:.....

17

7. Total fee (37 CFR 3.41):..... \$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

230800

(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.

Phyllis Eremitaggio

Name of Person Signing

Signature

April 16, 2004

Date

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

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

04/20/2004 DATE 0000173 230800 78129536

01 FC:8521 40.00 DA  
02 FC:8521 400.00 DA

SCHEDULE 1TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
BULL'S EYE AND PEDESTAL DESIGN	2,566,585	May 7, 2002
CUTEX	0,442,549	April 26, 1949
CUTEX	0,139,040	January 18, 1921
CUTEX	0,117,584	July 17, 1917
CUTEX	1,375,414	December 17, 1985
CUTEX	2,511,752	November 27, 2001
CUTEX	0,124,134	January 14, 1919
CUTEX (and design)	2,554,788	April 2, 2002
CUTEX (stylized)	2,495,696	October 9, 2001
CUTEX QUICK AND GENTLE	2,016,204	November 12, 1996
ESSENTIAL CARE	2,657,298	December 3, 2002
MIS. BOTTLE DESIGN	2,244,794	May 11, 1999
NO SPILLS, NO MESS, JUST PRESS!	2,469,324	July 17, 2001
NO SPILLS, NO MESS, JUST WIPE!	2,469,321	July 17, 2001
SIMPLE PAD	2,459,590	June 12, 2001
SIMPLEGEL	2,397,709	October 24, 2000

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
PERFECT 10	78,129,536	May 17, 2002

**TRADEMARK RELEASE**

THIS TRADEMARK RELEASE is made as of April 6, 2004, by **MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., AS AGENT ("Agent")**.

WITNESSETH:

WHEREAS, Agent and The Cutex Company, a Delaware corporation ("**Grantor**"), were parties to a security agreement dated February 6, 2004 (the "**Security Agreement**"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "**Trademarks**"), as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on \_\_\_\_\_, 2004 at Reel \_\_\_\_\_, Frame \_\_\_\_\_; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates, cancels and releases its security interest in all of Grantor's right, title and interest in and to all of the following:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**MERRILL LYNCH CAPITAL, A  
DIVISION OF MERRILL LYNCH  
BUSINESS FINANCIAL SERVICES  
INC., AS AGENT**

By: \_\_\_\_\_  
Name: Jeffrey D. John  
Its: \_\_\_\_\_

**Schedule 1**

**SEE THE ATTACHED**

Trademark Release - The Cutex Company

**RECORDED: 04/16/2004**

**TRADEMARK  
REEL: 002958 FRAME: 0124**