

07-21-2004



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

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

7-13-04

1. Name of conveying party(ies):  
Bare Escentuals, Inc.

- Assignment  Association
- General Partnership  Limited Partnership
- Corporation-State California
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Grant of Trademark Security Interest

Execution Date: June 10, 2004

2. Name and address of receiving party(ies)

Name: BNP Paribas, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other National Association

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

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

A. Trademark Application No.(s) See attached Schedule A

B. Trademark No.(s) 2,444,998, See attached Schedule A

Additional numbers attached?  Yes  No

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

Name: Richard Roel

Internal Address: c/o O'Melveny & Myers, LLP

Street Address: Time Square Tower, 7 Times Square

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 3.41).....\$ 1,015.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Richard Roel  
Name of Person Signing

Richard Roel  
Signature

7/13/04  
Date

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

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

NY1:1518217.1

TRADEMARK  
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 JUL 13 AM 9:56  
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 07/21/2004 LETTER 2444998  
 01 FC: 6521  
 02 FC: 6522

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Country of Filing	Serial Number	Filing Date	Registration Number	Registration Date
Clear Skies	United States	<u>75-656,433</u>	March 9, 1999	2,444,998	April 17, 2001
Makeup So Pure You Can Sleep In It	United States	76-267,579	June 6, 2001	2,701,193	March 25, 2003
Bare Escentuals	United States	73-720,085	April 1, 1988	1,539,966	May 23, 1989
Bareminerals	United States	75-655,198	March 8, 1999	2,321,607	February 22, 2000
Buzz	United States	75-405,251	December 15, 1997	2,211,150	December 15, 1998
Cush	United States	75-656,434	March 9, 1999	2,745,500	August 5, 2003
For Play	United States	75-405,253	December 15, 1997	2,209,077	December 8, 1998
Peace & Quiet	United States	75-405,252	December 15, 1997	2,212,978	December 22, 1998
Up & At 'Em	United States	75-405,250	December 15, 1997	2,212,977	December 22, 1998
Bare Escentuals	United States	73-321,765	August 3, 1981	1,243,255	June 21, 1983
Power Bath	United States	75-094,389	April 25, 1996	2,127,757	January 6, 1998
Bare Escentuals	United States	76-527,462	July 3, 2003		
Patent Leather Lips	United States	76-575,043	February 11, 2004		
Take Time Off	United States	76-436,618	August 1, 2002		
The Essential Brow	United States	76-559,064	November 13, 2003		

Warmth	United States	76-527,477	July 3,2003		
Wearable Lip	United States	76-527,476	July 3, 2003		
A Foundation That Works With Your Skin, Not Against It	United States	76-333,924	November 5, 2001		
Blendable Eye	United States	76-582,145	March 19, 2004		
Barecitrus	United States	76-555,499	October 30, 2003		
Barelavender	United States	76-555,638	October 30, 2003		
Be At Home	United States	76-520,722	June 3, 2003		
Barerose	United States	76-555,639	October 30, 2003		
Complexion Perfection	United States	76-535,097	August 6, 2003		
Escentual	United States	76-555,641	October 30, 2003		
Gossamer	United States	76-579,812	March 8, 2004		
Heel Me	United States	76-454,618	October 2, 2002		
i.d.	United States	76-294,951	August 6, 2001		
Mineral Veil	United States	76-515,425	May 19, 2003		
Lip Buds	United States	76-575,045	February 11, 2004		
Perfect Black Dress	United States	76-555,425	October 30, 2003		
Quick Stick	United States	76-528,773	July 9, 2003		
Sea Mist	United States	76-555,640	October 30, 2003		
Soy Mocha	United States	76-469,002	November 21, 2002		
Swirl, Tap,	United States	76-443,195	August 23, 2002		

Buff					
Lip Quickie	United States	76-528,766	July 9, 2003		
Warmth	United States	76-421,254	June 14, 2002		
Wide Awake	United States	76,569-932	January 14, 2004		
Magic Wand Brushless Mascara	United States	76,562-057	November 26, 2003		
Beautyrx	United States	76-503,937	April 4, 2003		

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, BARE ESSENTUALS, INC.**, a California corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, MD Beauty, Inc.**, a Delaware corporation (“**Company**”), has entered into a Credit Agreement dated as of June 10, 2004, (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with STB Beauty, Inc., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS, Company** may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Agreement Counterparties**”); and

**WHEREAS, Grantor** has executed and delivered that certain Subsidiary Guaranty dated as of June 10, 2004, (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS, pursuant to the terms of a Security Agreement** dated as of June 10, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter

existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 10<sup>th</sup> day of June, 2004.

**BARE ESSENTUALS, INC.**

By: 

Name: Ross M. Jones

Title: Vice President