TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Del Pharmaceuticals, Inc.		01/27/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1793360	ARTHRICARE
Registration Number:	1236010	AURO
Registration Number:	1430843	AURO-DRI
Registration Number:	1168895	BABY ORAJEL
Registration Number:	0771406	BOIL-EASE
Registration Number:	2219413	DENTURE ORAJEL
Registration Number:	1499210	DERMAREST
Registration Number:	0932502	DETANE
Registration Number:	1500148	DIAPERGUARD
Registration Number:	0932501	DIDELAMINE
Registration Number:	1749219	DRICORT
Registration Number:	2730448	GENTLE NATURALS
Registration Number:	0857383	OCU-BATH
Registration Number:	0855439	OCU-DROP

OP $765.00 1793360

Registration Number:	1259783	OFF-EZY
Registration Number:	1166935	ORAJEL
Registration Number:	2058425	ORAJEL P.M.
Registration Number:	1854017	PERIOSEPTIC
Registration Number:	1345457	PRONTO
Registration Number:	1441745	PRONTO
Registration Number:	0775933	PROPA-P.H.
Registration Number:	2061952	PROPA PH
Registration Number:	0883021	RECOVER
Registration Number:	2667626	SKIN SHIELD
Registration Number:	1805077	STYGIENE
Registration Number:	0867071	TANAC
Registration Number:	0793582	TRIALKA
Registration Number:	0647728	TRIPTONE
Serial Number:	76356223	DIABETAID
Registration Number:	0592383	OFF-EZY

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Perry J. Viscounty, Esq.

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	02/01/2005

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 27, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. DLI Acquisition Corp., a Delaware corporation (the "Borrower") and DLI Holding II Corp., a Delaware corporation, ("Holdings"), have entered into a Credit Agreement, dated as of January 27, 2005 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, J.P. Morgan Securities Inc. and Bear, Stearns & Co. Inc., as joint lead arrangers and joint bookrunners, Bear Stearns Corporate Lending Inc., as syndication agent, Deutsche Bank Securities Inc., as co-agent and documentation agent and the Administrative Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 27, 2005 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to all of the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, and all registrations of and applications to register the foregoing (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered

payments for past, present or future infringements and dilutions thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. Governing Law.
This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

DEL LABORATORIES, INC.

By:_____
Name: Enzo J. Vialardi
Title: Executive Vice President and Chief Financial Officer

DEL PHARMACEUTICALS, INC.

By:_____
Name: Enzo J. Vialardi
Title: Executive Vice President and Chief Financial Officer

DEL PROFESSIONAL PRODUCTS, INC.

By:_____
Name: Enzo J. Vialardi
Title: Executive Vice President and Chief Financial Officer

PARFUMS SCHIAPARELLI, INC

By:_____
Name: Enzo J. Vialardi
Title: Executive Vice President and Chief Financial Officer

STATE OF New York)
: ss.:
COUNTY OF New York)

On this 27 day of January, 2005 before me personally appeared Eugene J. Verlandi proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Eileen P. Burke
Notary Public

My commission expires:

EILEEN P. BURKE
Notary Public - State of New York
No. 01BU6094157
Qualified in Orange County
My Commission Expires June 16, 2007

IP Agreement

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title: JOHN C. RIORDAN
VICE PRESIDENT

SCHEDULE 1

I. United States Copyrights

None.

II. United States Patents

A. U.S. Patents Owned by Del Laboratories, Inc.

Patent No.	Inventor	Issue Date	Patent Described As:
5,806,536	Tietjen	9/15/98	Artificial Nail Removal Arrangement
4,842,610	Gordon	6/27/89	Depilatory Compositions and Methods
4,891,213	Gordon/ Chung	1/2/90	Nail Enamel Composition (contains microcrystalline cellulose)
6,524,604	Serap Ozelkan	2/25/03	Method, Composition and Kit for Removing Lice Ova from the hair (Pronto Gel)
Canadian Serial No. 2352872	Malayev, Ozelkan & Zhang	1/21/02	Pronto Gel
6,479,043	Tietjen & Luciano	11/12/02	Depilatory Composition

III. United States Trademarks

A. Active U.S. Registrations of Del Laboratories, Inc.

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	10 DAY SHINE	3	1971967	4/30/1996	Registered
USA	2000 LB. PROFESSIONAL STRENGTH NAIL GLUE	3	2267873	8/3/1999	Registered
USA	ADVANCED CUTICLE REPAIR	3	2,422,355	1/16/2001	Registered

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	BEAUTE VUES	3	0802379	1/18/1966	Renewed
USA	BIKINI PLUS	5	2,632,382	10/8/2002	Registered
USA	BLUSHDOMES	3	1470344	12/29/1987	Registered
USA	BLUSHING BRONZER	3	2430362	2/20/2001	Registered
USA	BROW & LINER	3	1184372	1/5/1982	Renewed
USA	COLOR FIX	3	2185940	9/1/1998	Registered
USA	COLOR WEAR	3	2076233	7/1/1997	Registered
USA	COLORDOMES	3	1470349	12/29/1987	Registered
USA	COLORWRITER	3	2186581	9/1/1998	Registered
USA	CONFLICT	3	0860673	11/19/1968	Renewed
USA	CORN SILK	3	0799233	11/23/1965	Renewed
USA	CORN SILK & DESIGN	3	1457919	9/22/1987	Registered
USA	CORN SILK (BLOCK)	3	1193832	4/20/1982	Renewed
USA	COVER OVER	3	0789223	5/4/1965	Renewed
USA	DEFINE & DAZZLE	3	1333915	5/7/1985	Registered
USA	DIAMOND STRENGTH	3	2908569	12/7/2004	Registered
USA	DRY KWIK	3	1162389	7/28/1981	Registered
USA	EXACTA TWEEZE	8	1436250	4/14/1987	Registered
USA	FAST OFF	3	2,480,824	8/21/2001	Registered
USA	FEEL THE QUENCHER DIFFERENCE	3	1423534	1/6/1987	Registered
USA	FLAME GLOW	3	1311886	1/1/1985	Registered
USA	FLAME GLOW	3, 16, 21	1369733	11/12/1985	Registered
USA	GENTLE PERFORMANCE	3	1442628	6/16/1987	Registered
USA	GLEAM-ON	3	0877886	9/30/1969	Renewed
USA	HARD AS NAILS	3	0889821	4/21/1970	Renewed
USA	HARD AS NAILS (LOGO)	3	0675695	3/17/1959	Renewed
USA	HEALING BEAUTY	3	2768070	9/23/2003	Registered
USA	HEALING BEAUTY	3	2,853,412	6/15/2004	Registered
USA	HIGH SHINE		1306609	11/20/1984	Renewed
USA	INSTA-DRI	3	2,801,229	12/30/2003	Registered
USA	KWIK OFF	3	1560406	10/17/1989	Registered
USA	KWIK OFF	3	2,605,899	8/6/2002	Registered
USA	LA CROSS	3, 8, 21	1661383	10/22/1991	Renewed

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	LIP GRIP	3	2,743,440	7/29/2003	Registered
USA	LIP QUENCHER	3	1005706	3/4/1975	Renewed
USA	LIP WAVES	3	1418060	11/25/1986	Registered
USA	LUSH LIPS	3	1052219	11/9/1976	Renewed
USA	MAXI-GRIP	3	2340933	4/11/2000	Registered
USA	MEGA SHINE		2,483,354	8/28/2001	Registered
USA	MEND-A-NAIL	3	680590	6/16/1959	Renewed
USA	MICRO DIAMOND	3	2,464,611	6/26/2001	Registered
USA	MICRON	3	1499169	8/9/1988	Registered
USA	MIRRORED BOTTLE design	3	2,670,555	12/31/2002	Registered
USA	MISS KISS	3	2,670,182	12/31/2002	Registered
USA	N.Y.C. NEW YORK COLOR LOGO	3	2418035	1/2/2001	Registered
USA	NAIL ART ELEGANCE KIT	3	2276758	9/7/1999	Registered (Intent to Abandon)
USA	NAIL ART ESSENTIALS KIT	3	2276757	9/7/1999	Registered (Intent to Abandon)
USA	NAIL PROTEX	3	0770502	5/26/1964	Renewed
USA	NAIL THERAPY	3	1429739	2/24/1987	Registered
USA	NATURAL GLOW	8	1421743	12/23/1986	Registered
USA	NATURALLY VANILLA	3	1964653	3/26/1996	Registered
USA	NATURISTICS	3	1794584	9/28/1993	Renewed
USA	NATURISTICS	3, 8, 21	1889095	4/11/1995	Registered
USA	NEARLY NUDE	3	1466862	12/1/1987	Renewed
USA	NO MORE BREAKS	3	1615374	10/2/1990	Renewed
USA	NO MORE MISTAKES	8	1987675	7/16/1996	Registered
USA	NO SMUDGE TOE SPACERS	8	1512371	11/15/1988	Registered
USA	NUTRI-TONIC	3	810241	6/21/1966	Renewed
USA	POWER SHIELD	3	2086568	8/5/1997	Registered
USA	PRECISE LASH	8	2104263	10/7/1997	Registered
USA	PRECISE TWEEZE	8	2015938	11/12/1996	Registered
USA	RADIANT BLUSH	3	1437648	4/28/1987	Registered
USA	REJUVIA	3	279989	2/10/1931	Renewed

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	REJUVIA VITAMIN E ALL NIGHT MOISTURE REC	3	1487316	5/10/1988	Registered
USA	RENEW A CURL	3	1356124	8/27/1985	Registered
USA	RENEW A PERM	3	1567829	11/28/1989	Renewed
USA	SALLY HANSEN	3	688093	11/10/1959	Renewed
USA	SALLY HANSEN	3	790825	6/8/1965	Renewed
USA	SALLY HANSEN (LOGO IN SCRIPT)	3	1295408	9/18/1984	Renewed
USA	SALLY HANSEN INSTANT STRENGTH	3	1560372	10/17/1989	Registered
USA	SALLY HANSEN MAXIMUM GROWTH	3	1416342	11/11/1986	Registered
USA	SALLY HANSEN NO CHIP	3	1447033	7/14/1987	Registered
USA	SALLY HANSEN PROFESSIONAL	3, 8, 21	1931107	10/31/1995	Registered
USA	SCENTS OF BEING THERE	3	2377693	8/15/2000	Registered
USA	SCRUB 'N SOFTEN	21	1510998	11/1/1988	Registered
USA	SEA SPLASH	3	1845314	7/19/1994	Renewed
USA	SHADOW SWIRLS	3	1414676	10/28/1986	Registered
USA	SHAPE & HOLD	3	1374480	12/10/1985	Registered
USA	SHINE CONTROL	3	1391196	4/22/1986	Registered
USA	SMOOTH-IT FOOT WAND	8	1505618	9/27/1988	Registered
USA	SUDDENLY NAILS	3	2058278	4/29/1997	Registered
USA	SUPER CLIP	8	1990560	7/30/1996	Registered
USA	SUMMER SHINE	3	1320270	2/19/1985	Registered (Intent to Abandon)
USA	SUPER SHINE	3	1269568	3/13/1984	Renewed
USA	SUPER STRONG	3	1457811	9/15/1987	Registered
USA	SUPERHOLD NAIL GLUE	3	1306576	11/20/1984	Renewed
USA	SWEET LIPS	3	1422465	12/30/1986	Registered
USA	"SWEET TREATS"	3	2241310	4/20/1999	Registered
USA	THE NAIL CLINIC IN A BOTTLE	3	2067626	6/3/1997	Registered

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	THICKEN UP	3	2242104	4/27/1999	Registered
USA	THICKEN-IT	3	1895810	5/30/1995	Registered
USA	TINI-TWEEZE	8	2,486,087	9/4/2001	Registered
USA	TRIPLE SMOOTH	3	2,468,295	7/10/2001	Registered
USA	ULTIMATE SHIELD	3	2039756	1/18/2000	Registered
USA	WET FLAMES	3	871442	6/17/1969	Renewed
USA	WHIPPED PEARL	3	861107	11/26/1968	Renewed
USA	WHITE HANDS	5	508119	3/29/1949	Renewed
USA	WHITE RIVER MUSK	3	1903328	7/4/1995	Registered
USA	ZERO SHINE	3	2434400	3/6/2001	Registered

B. Pending U.S. Applications of Del Laboratories, Inc.

Country	Trademark	Class	Serial No.	App. Date	Status
USA	AIRBRUSH LEGS	3	78/301,808	9/17/2003	Pending
USA	INSTANT FIX	3	78/334,240	11/30/2003	Pending
USA	SUPER STRONG	3	76/597,359	6/14/2004	Pending

C. Active U.S. Registrations of Del Pharmaceuticals, Inc.

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	ARTHRICARE	5	1793360	9/21/1993	Renewed
USA	AURO	5	1,236,010	5/3/1983	Renewed
USA	AURO-DRI	5	1430843	3/3/1987	Registered
USA	BABY ORAJEL	5	1168895	9/15/1981	Renewed
USA	BOIL-EASE	5	771,406	6/16/1964	Renewed
USA	DENTURE ORAJEL	5	2219413	1/19/1999	Registered
USA	DERMAREST	5	1499210	8/9/1988	Registered
USA	DETANE	5	932502	4/18/1972	Renewed
USA	DIAPER GUARD	5	1500148	8/16/1988	Registered
USA	DIDELAMINE	5	932501	4/18/1972	Renewed
USA	DRICORT	5	1749219	1/26/1993	Renewed
USA	GENTLE NATURALS	5	2,730,448	6/24/2003	Registered
USA	OCU-BATH	5	0857383	9/24/1968	Renewed
USA	OCU-DROP	5	0855439	8/27/1968	Renewed
USA	OFF-EZY	5	0592383	7/13/1954	Renewed
USA	OFF-EZY (DESIGN)	5	1,259,783	12/6/1983	Renewed
USA	ORAJEL	5	1166935	9/1/1981	Renewed

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	ORAJEL P.M.	5	2058425	4/29/1997	Registered
USA	PERIOSEPTIC	5	1854017	9/13/1994	Renewed
USA	PRONTO	3	1345457	7/2/1985	Registered
USA	PRONTO	5	1441745	6/9/1987	Registered
USA	PROPA P.H.	3	0775933	8/25/1964	Renewed
USA	PROPA P.H. (LOGO)	3, 5	2061952	5/13/1997	Registered
USA	RECOVER	3	0883021	12/23/1969	Renewed
USA	SKIN SHIELD	5	2,667,626	12/31/2002	Registered
USA	STYGIENE	5	1,805,077	11/16/1993	Renewed
USA	TANAC	5	0867071	3/25/1969	Registered
USA	TRIALKA	5	0793582	8/3/1965	Registered
USA	TRIPTONE	5	0647728	7/2/1957	Renewed

D. Pending U.S. Applications of Del Pharmaceuticals, Inc.

Country	Trademark	Class	Serial No.	App Date	Status
USA	DIABETAID	5	76/356,223	1/9/2002	Opposition Pending

E. Active U.S. Registrations of Parfums Schiaparelli

Country	Trademark	Class	Registration No.	Registration Date	Status
USA	SCHIAPARELLI	3	820431	12/13/1966	Registered
USA	SCHIAPARELLI	3	320501	1/1/1935	Renewed
USA	SERAPHIQUE	3	426405	12/24/1946	Renewed
USA	SHOCKING	3	1847202	7/26/1994	Registered
USA	SHOCKING	3	344590	3/30/1937	Renewed
USA	SHOCKING DE SCHIAPARELLI POUDRE POUF	3	875325	8/19/1969	Renewed
USA	SHOCKING RADIANCE	3	415856	8/21/1945	Renewed
USA	SLEEPING	3	820035	12/6/1966	Renewed
USA	SNUFF	1	422359	7/16/1946	Renewed
USA	STRATOSPHERE	3	425686	11/26/1946	Renewed