

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bare Escentuals, Inc.		02/18/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BNP Paribas, as Second Lien Administrative Agent
Street Address:	787 Seventh Avenue, 32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	76333924	A FOUNDATION THAT WORKS WITH YOUR SKIN, NOT AGAINST IT
Serial Number:	76527462	BARE ESSENTUALS
Serial Number:	76555499	BARECITRUS
Serial Number:	76555638	BARELAVENDER
Serial Number:	76626493	BAREMINERALS
Serial Number:	76555639	BAREROSE
Serial Number:	76610056	BAREVITAMINS
Serial Number:	76615350	BAREVITAMINS
Serial Number:	76520722	BE AT HOME
Serial Number:	76595790	BEAUTY BY NUMBERS
Serial Number:	76503937	BEAUTYRX
Serial Number:	76582145	BLENDABLE EYE
Serial Number:	76535097	COMPLEXION PERFECTION
Serial Number:	76555641	ESCENTUAL

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Serial Number:	76579812	GOSSAMER
Serial Number:	76454618	HEEL ME
Serial Number:	76294951	I.D.
Serial Number:	76575045	LIP BUDS
Serial Number:	76528766	LIP QUICKIE
Serial Number:	76562057	MAGIC WAND BRUSHLESS MASCARA
Serial Number:	76617634	MAKE IT CLEAR
Serial Number:	76575043	PATENT LEATHER LIPS
Serial Number:	76555425	PERFECT BLACK DRESS
Serial Number:	76528773	QUICK STICK
Serial Number:	76555640	SEA MIST
Serial Number:	76469002	SOY MOCHA
Serial Number:	76559064	THE ESSENTIAL BROW
Serial Number:	76595981	TOTALLY BARE
Serial Number:	76527476	WEARABLE LIP
Serial Number:	76569932	WIDE AWAKE
Registration Number:	1539966	BARE ESCENTUALS
Registration Number:	2321607	BAREMINERALS
Registration Number:	2211150	BUZZ
Registration Number:	2444998	CLEAR SKIES
Registration Number:	2745500	CUSH
Registration Number:	2209077	FOR PLAY
Registration Number:	2701193	MAKEUP SO PURE YOU CAN SLEEP IN IT
Registration Number:	2885884	MINERAL VEIL
Registration Number:	2212978	PEACE & QUIET
Registration Number:	2848678	SWIRL, TAP, BUFF
Registration Number:	2212977	UP & AT 'EM
Registration Number:	2914247	WARMTH
Registration Number:	2845839	WARMTH

CORRESPONDENCE DATA

Fax Number: (213)430-6407

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

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	02/26/2005

Total Attachments: 8
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GRANT OF TRADEMARK SECURITY INTEREST

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS GRANT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF FEBRUARY 18, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), BY AND AMONG BNP PARIBAS, AS FIRST LIEN ADMINISTRATIVE AGENT, AND BNP PARIBAS, AS SECOND LIEN ADMINISTRATIVE AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS GRANT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

WHEREAS, Bare Escentuals, 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 Term Loan Agreement dated as of February 18, 2005, (said Term Loan 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 February 18, 2005, (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 February 18, 2005 (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.

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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 18th day of February, 2005.

BARE ESSENTUALS, INC.

By: Leslie A. Blodgett
Name: Leslie A. Blodgett
Title: President, Chief Executive Officer and Secretary

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

Registered Trademarks:

	Trademark Description	Owner	Registration Number	Registration Date
1.	BARE ESSENTUALS	Bare Escentuals, Inc.	1539966	05/23/89
2.	BAREMINERALS	Bare Escentuals, Inc.	2321607	02/22/00
3.	BUZZ (To be Abandoned)	Bare Escentuals, Inc.	2211150	12/15/98
4.	CLEAR SKIES	Bare Escentuals, Inc.	2444998	04/17/01
5.	CUSH	Bare Escentuals, Inc.	2745500	08/05/03
6.	FOR PLAY	Bare Escentuals, Inc.	2209077	12/08/98
7.	MAKEUP SO PURE YOU CAN SLEEP IN IT	Bare Escentuals, Inc.	2701193	03/25/03
8.	MINERAL VEIL	Bare Escentuals, Inc.	2885884	09/21/04
9.	PEACE & QUIET (To Be Abandoned)	Bare Escentuals, Inc.	2212978	12/22/98
10.	SWIRL, TAP, BUFF	Bare Escentuals, Inc.	2848678	06/01/04
11.	UP & AT 'EM (To be Abandoned)	Bare Escentuals, Inc.	2212977	12/22/98
12.	WARMTH	Bare Escentuals, Inc.	2914247	12/28/04
13.	WARMTH (Fragrances only)	Bare Escentuals, Inc.	2845839	05/25/04

Pending Trademarks:

	Trademark Description	Owner	Application Number	Filing Date
1.	A FOUNDATION THAT WORKS WITH YOUR SKIN NOT AGAINST IT	Bare Escentuals, Inc.	76/333924	11/05/01
2.	BARE ESSENTUALS (Stylized)	Bare Escentuals, Inc.	76/527462	07/03/03
3.	BARECITRUS	Bare Escentuals, Inc.	76/555499	10/30/03
4.	BARELAVENDER	Bare Escentuals, Inc.	76/555638	10/30/03
5.	BAREMINERALS (Stylized)	Bare Escentuals, Inc.	76/626493	12/29/04
6.	BAREROSE	Bare Escentuals, Inc.	76/555639	10/30/03
7.	BAREVITAMINS	Bare Escentuals, Inc.	76/610056	09/03/04
8.	BAREVITAMINS (Stylized)	Bare Escentuals, Inc.	76/615350	10/06/04
9.	BE AT HOME	Bare Escentuals, Inc.	76/520722	06/03/03
10.	BEAUTY BY NUMBERS	Bare Escentuals, Inc.	76/595790	06/07/04
11.	BEAUTYRX	Bare Escentuals, Inc.	76/503937	04/04/03
12.	BLENDABLE EYE	Bare Escentuals, Inc.	76/582145	03/19/04
13.	COMPLEXION PERFECTION	Bare Escentuals, Inc.	76/535097	08/06/03
14.	ESCENTUAL	Bare Escentuals, Inc.	76/555641	10/30/03

	Trademark Description	Owner	Application Number	Filing Date
15.	GOSSAMER	Bare Escentuals, Inc.	76/579812	03/08/04
16.	HEEL ME	Bare Escentuals, Inc.	76/454618	10/02/02
17.	I.D. (Stylized)	Bare Escentuals, Inc.	76/294951	08/06/01
18.	LIP BUDS	Bare Escentuals, Inc.	76/575045	12/11/04
19.	LIP QUICKIE	Bare Escentuals, Inc.	76/528766	07/09/03
20.	MAGIC WAND BRUSHLESS MASCARA	Bare Escentuals, Inc.	76/562057	11/26/03
21.	MAKE IT CLEAR	Bare Escentuals, Inc.	76/617634	10/26/04
22.	PATENT LEATHER LIPS	Bare Escentuals, Inc.	76/575043	02/11/04
23.	PERFECT BLACK DRESS	Bare Escentuals, Inc.	76/555425	10/30/03
24.	QUICK STICK	Bare Escentuals, Inc.	76/528773	07/09/03
25.	SEA MIST	Bare Escentuals, Inc.	76/555640	10/30/03
26.	SOY MOCHA	Bare Escentuals, Inc.	76/469002	11/21/02
27.	THE ESSENTIAL BROW	Bare Escentuals, Inc.	76/559064	11/13/03
28.	TOTALLY BARE	Bare Escentuals, Inc.	76/595981	06/07/04
29.	WEARABLE LIP	Bare Escentuals, Inc.	76/527476	07/03/03

	Trademark Description	Owner	Application Number	Filing Date
30.	WIDE AWAKE	Bare Escentuals, Inc.	76/569932	01/14/04