

09-08-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection #651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



9/2/04

RECORD.  
TRADEMARKS  
102831994

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Jafra Cosmetics International, Inc.

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

Citizenship (see guidelines)

Execution Date(s) August 16, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Bank of New York

Internal

Address:

Street Address: 10990 Wilshire Boulevard,

City: Los Angeles Suite 1125

State: California

Country: USA Zip: 90024

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other banking corporation New York

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

DETACHE 00000026 74381119

B. Trademark Registration No.(s)

Please see the attached.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Michael T. Reese, Esq.

Internal Address: Pillsbury Winthrop LLP

Street Address: 1540 Broadway

City: New York

State: NY Zip: 10036-4039

Phone Number: 212-858-1000

Fax Number: 212-858-1500

Email Address: intellec@pillsburywinthrop.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

August 31, 2004

Date

Michael T. Reese

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

09/07/2004  
01 FC:8521  
02 FC:8522

40.00 DP  
475.00 BP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450  
206565-0000090 Express Mail Label No.: EV 384873215

TRADEMARK  
REEL: 003043 FRAME: 0846

## TRADEMARKS

Jurisdiction	Mark	Application No. (Filing Date)	Registration No. (Registration Date)	Current Record Owner
United States	ADORISSE	74/381,119 (1993/04/19)	2,021,127 (1996/12/03)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	ALWAYS COLOR	75/341,106 (1997/08/14)	2,257,867 (1999/06/29)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	EAU D'AROMES	74/484,034 (1994/01/31)	1,975,243 (1996/05/21)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	EPIC	75/394,175 (1997/11/21)	2,286,423 (1999/10/12)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	F M FORCE MAGNETIQUE	75/340,837 (1997/08/14)	2,190,871 (1998/09/22)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	FRESH AWAKENINGS	75/091,861 (1996/04/22)	2,302,368 (1999/12/21)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	JAFRA	72/049,132 (1958/04/07)	0,677,471 (1959/04/21)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	JAFRA	73/411,900 (1983/02/02)	1,269,604 (1984/03/13)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	JAFRA COSMETICS INTERNATIONAL	75/093,517 (1996/04/26)	2,046,002 (1997/03/18)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	JF9	75/047,128 (1996/01/23)	2,095,901 (1997/09/09)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	JOIE DE VIVRE	75/394,165 (1997/11/21)	2,286,422 (1999/10/12)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	LE MOIRÉ	75/259,957 (1997/03/19)	2,302,455 (1999/12/21)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	OPTIMEYES	75/122,434 (1996/06/20)	2,111,401 (1997/11/04)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	PRECIOUS PROTEIN	73/753,331 (1988/09/22)	1,632,839 (1991/01/29)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	REDISCOVER	74/470,088 (1993/12/15)	1,918,674 (1995/09/12)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	RISQUÉ (Stylized)	74/073,190 (1990/06/27)	1,721,032 (1992/09/29)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	SOOTHING RETREAT	75/091,958 (1996/04/22)	2,111,326 (1997/11/04)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	TIME CORRECTOR	75/351,422 (1997/08/14)	2,259,932 (1999/07/06)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	TIME PROTECTOR	74/081,992 (1990/07/26)	1,709,095 (1992/08/18)	JAFRA COSMETICS INTERNATIONAL, INC.
United States	TRANQUIL SEAS	75/092,035 (1996/04/22)	2,111,327 (1997/11/04)	JAFRA COSMETICS INTERNATIONAL, INC.

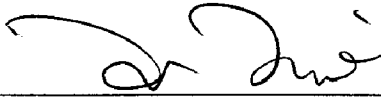
MEMORANDUM OF SECURITY AGREEMENT

TRADEMARKS

Pursuant to Security Agreement dated as of May 20, 2003 (as the same may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") among JAFRA COSMETICS INTERNATIONAL, INC., a Delaware corporation ("JCI"), each subsidiary of JCI listed on Schedule I thereto and each Domestic Subsidiary acquired or organized after the date thereof that has become a party to the Security Agreement as a Grantor, and THE BANK OF NEW YORK, a bank organized under the laws of the State of New York, as successor collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein), JCI has granted to the Collateral Agent a continuing security interest in, and a continuing lien upon, all of JCI's right, title and interest in and to the trademarks listed on the attached Schedule, together with the goodwill connected with the use of and symbolized by each of such trademarks, and all renewals thereof. Such security interest and lien can be terminated only in accordance with the terms of the Security Agreement.

Dated: August 16, 2004

JAFRA COSMETICS INTERNATIONAL, INC.

By:   
Name: MARK FUNAKI  
Title: VICE PRESIDENT, GENERAL COUNSEL

**ACKNOWLEDGEMENT**

Check the appropriate box to indicate the business structure of assignor.

CORPORATION       PARTNERSHIP       INDIVIDUAL

State of CALIFORNIA )

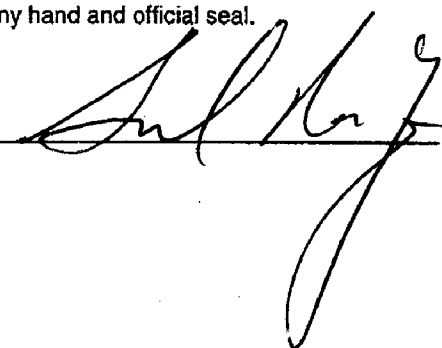
County of Ventura )

On 8-16-4 before me, Samuel Ron Young

personally appeared MARK Funaki

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)

