

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mary Kay Inc.		04/14/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BeautyBank Inc.		
<b>Street Address:</b>	767 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10153		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2534808	WONDERFUL	
<b>Registration Number:</b>	2432285	WONDERFUL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)572-6743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-572-6798		
<b>Email:</b>	uspto@estee.com		
<b>Correspondent Name:</b>	Lesley A. Moradian		
<b>Address Line 1:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>NAME OF SUBMITTER:</b>	Anna M. Wolf		
<b>Signature:</b>	/amw/		
<b>Date:</b>	08/05/2005		
<b>Total Attachments: 23</b>			

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## AGREEMENT AND ASSIGNMENT

This Agreement, effective upon complete execution, is made by and between BeautyBank and Mary Kay each as defined below.

WHEREAS, Mary Kay is the owner of the applications and registrations for the trademark WONDERFUL as shown in Exhibit A (the "WONDERFUL Marks"); and

WHEREAS, BeautyBank wishes to acquire any and all of the right, title, and interest that Mary Kay may possess in and to the trademark WONDERFUL, and all applications or registrations therefor (the "Assigned Marks" as defined hereinafter), and Mary Kay is willing to assign and transfer any and all such right, title, and interest to BeautyBank upon the terms and conditions set forth below; and

WHEREAS, Mary Kay is the owner of the applications and registrations for the trademark MARY KAY WONDERFUL as shown in Exhibit B and as defined herein (the "MARY KAY WONDERFUL Marks"); and

WHEREAS, Mary Kay agrees to take certain actions with respect to the MARY KAY WONDERFUL Marks at the request of BeautyBank as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mary Kay and BeautyBank agree as follows:

### 1. Definitions

1.1 "BeautyBank" shall mean BeautyBank Inc., a Delaware corporation with a principal place of business at 767 Fifth Avenue, New York, New York 10153 and any successors or assigns.

1.2 "Mary Kay" shall mean Mary Kay Inc., a Delaware corporation with a principal place of business at 16251 Dallas Parkway, P.O. Box 799045, Dallas, Texas 75379-9045 and any parents, subsidiaries, affiliates, divisions, sister companies, related companies, predecessors in

interest, successors or assigns and any entity that is controlled or owned in whole or majority part by Mary Kay Inc.

1.3 "Assigned Marks" shall mean the applications and registrations for the trademark WONDERFUL identified in Exhibit A, including any and all common law rights thereto. The Assigned Marks shall not include MARY KAY WONDERFUL nor any of the applications or registrations identified in Exhibit B.

1.4 "MARY KAY WONDERFUL Marks" shall mean those applications and registrations identified in Exhibit B.

1.5 The "Combined Marks" shall mean the "Assigned Marks" and the "MARY KAY WONDERFUL Marks."

1.6 "Parties" shall mean Mary Kay and BeautyBank.

## 2. Assignment

2.1 Mary Kay hereby irrevocably and expressly assigns and transfers to BeautyBank all its right, title, and interest in and to the Assigned Marks, together with the goodwill of the business symbolized thereby.

2.2 In connection with its assignment herewith, Mary Kay shall execute documents and take steps reasonably required by BeautyBank to effectuate and formalize the assignment, including the "Assignment" executed in connection herewith. The "Assignment" is attached hereto and is granted consistent with the provisions of Paragraph 3 below of this Agreement.

2.3 BeautyBank shall pay all official fees and expenses associated with the transfer or assignment of the Assigned Marks. Such fees shall not include any legal fees incurred by Mary Kay.

2.4 Upon execution of this Agreement and the accompanying Assignment, Mary Kay shall retain no right to make any commercial use of the Assigned Marks, to exploit the Assigned

Marks or to authorize others to make any such use, and Mary Kay irrevocably and expressly abandons all right, title and interest that it has or has ever had in or to the Assigned Marks.

3. Representations and Warranties

3.1 Mary Kay represents and warrants that it is the owner of the applications and registrations identified in Exhibits A and B attached hereto, and that it has the authority and right to enter into this Agreement.

3.2 Except for the warranty of title expressly provided herein, Mary Kay has not made, does not make and specifically disclaims, any representations, warranties or guaranties of any kind, oral or written, express or implied, concerning the Combined Marks. Specifically, and without limitation, Mary Kay has not made, and does not make, any representations or warranties regarding the registration or availability of registration, use or non-use, abandonment, or non-infringement of the Combined Marks upon the rights of others in a trademark, service mark, trade name, domain name or any other indicator of source or origin, or non-infringement by others upon the Combined Marks, or the policing activities or diligence of Mary Kay regarding infringement upon the Combined Marks. In no event shall Mary Kay be liable for any direct, indirect, punitive, incidental, special, consequential or other damages arising out of or in any way connected with the Combined Marks.

4. Recognition of BeautyBank's Rights

4.1 Mary Kay acknowledges that BeautyBank or BeautyBank's transferees, licensees, successors and/or assigns shall be the exclusive owner of all right, title, and interest in and to the Assigned Marks, and the goodwill symbolized thereby. Mary Kay shall not take any action, directly or indirectly, and shall use good faith efforts not to cause or assist any third party in taking any action, or ask any third party to take any action on its behalf, in derogation of the rights of BeautyBank or any of BeautyBank's successors, transferees or licensees to use or

exploit the Assigned Marks, and shall not exploit or otherwise claim any right in or to the Assigned Marks.

4.2 Notwithstanding the foregoing, BeautyBank acknowledges that Mary Kay is party to a worldwide consent agreement between Mary Kay and Proctor & Gamble entered into in December 2002 and which is attached as Exhibit C. Such agreement concerns the Assigned Marks and is binding upon the successors and assigns of Mary Kay. BeautyBank, as Assignee of the Assigned Marks, shall be bound to the terms of said agreement.

4.3 Mary Kay shall not take any action, directly or indirectly, and shall use good faith efforts not to cause or assist any third party in taking any action, or ask any third party to take any action on its behalf, to interfere with, object to, oppose or challenge any applications to register or registrations for the Assigned Marks by BeautyBank or by any of BeautyBank's successors, transferees or licensees on or in connection with any goods, business or service.

4.4 Subject to BeautyBank's compliance with the terms of this Agreement, Mary Kay shall not challenge any of BeautyBank's rights under this Agreement and shall not challenge the validity of the Assignment or assist any third parties in challenging the validity of the Assignment, this Agreement, or BeautyBank's rights in and to the Assigned Marks.

5. The MARY KAY WONDERFUL Marks

5.1 With respect to the MARY KAY WONDERFUL Marks as identified in Exhibit B hereto, Mary Kay shall retain ownership of same until such time as BeautyBank acquires its own registrations for "WONDERFUL," or directs Mary Kay to abandon, withdraw, or cancel any of the MARY KAY WONDERFUL Marks, or the MARY KAY WONDERFUL Marks are abandoned, cancelled or expire of their own accord. Mary Kay acknowledges that, pursuant to this Agreement, BeautyBank shall have the right, in its sole discretion and at any time, to require Mary Kay to withdraw, abandon, and/or cancel any registrations or applications for the MARY

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KAY WONDERFUL Marks. Notwithstanding the foregoing, nothing herein shall be construed to require Mary Kay to make any use of the MARY KAY WONDERFUL Marks for any purpose, including the purpose of maintaining rights in the Marks. BeautyBank acknowledges that it will receive the benefit of the MARY KAY WONDERFUL Marks serving as a “placeholder” until such time as BeautyBank acquires its own registrations.

5.2 Should any of the applications or registrations set forth in Exhibit B be cited against BeautyBank or otherwise block any application filed by BeautyBank for any trademark or service mark that includes the Assigned Marks, Mary Kay shall execute consent agreements, coexistence agreements or abandon the cited application(s) or registration(s). Further, if necessary to overcome an objection to registration of a BeautyBank mark as contemplated herein, Mary Kay will consider in good faith other actions to assist BeautyBank in achieving registration. Such other actions could include, for example, an assignment of BeautyBank trademarks to Mary Kay for purposes of unifying of ownership and achieving registration of the subject marks, followed by cancellation of the MARY KAY WONDERFUL Marks and reassignment of the subject BeautyBank marks to BeautyBank. “Other actions” should not be construed to require Mary Kay to become a party to an adversarial, administrative, or *inter partes* proceedings involving BeautyBank and a third party. In the event of any action by Mary Kay as contemplated herein, BeautyBank shall prepare any documents and pay any fees, including legal fees, at its own cost and expense. Mary Kay has the right to review and approve or reject the strategy used in any action, and any documents and the filing or submission of same in connection therewith.

6. Mary Kay's Future Conduct

6.1 Mary Kay shall not use, authorize, or license anywhere in the world the Assigned Marks. Notwithstanding the above, nothing herein is intended to prevent Mary Kay from using

the word "wonderful" fairly in its common ordinary meaning in connection with Mary Kay's goods or services.

6.2 Except as expressly provided herein, Mary Kay shall not register anywhere in the world, ask any third party to register on its behalf, assist any third party in the registration of or maintain any registration for any mark, trade name, fictitious business name, domain name, URL, e-mail address, or other electronic or non-electronic identifier consisting of or incorporating the Assigned Marks, or any phonetic or foreign language equivalent of the Assigned Marks. Such requirement does not apply to the applications and registrations for MARY KAY WONDERFUL identified in Exhibit B attached hereto.

7. Additional Documents

Mary Kay shall execute such further documents as required by BeautyBank or any of BeautyBank's successors, assigns, transferees, or licensees and provide such additional assistance to BeautyBank or any of BeautyBank's successors as is necessary to effectuate the terms of this Agreement. BeautyBank shall be responsible for preparing such documents and for fees and expenses related thereto.

8. Enforcement and Defense of Assigned Marks and MARY KAY WONDERFUL Marks

8.1 Mary Kay shall use good faith efforts to cooperate and provide assistance reasonably requested by BeautyBank in connection with documenting or defending BeautyBank's rights in the Assigned Marks. Such cooperation and assistance shall be at BeautyBank's sole cost and expense and at no cost or expense to Mary Kay.

8.2 Mary Kay agrees that it shall act upon reasonable requests by BeautyBank and shall use good faith efforts to enforce and defend whatever rights Mark Kay may have in the MARY KAY WONDERFUL Marks for so long as Mary Kay retains ownership of the MARY KAY WONDERFUL Marks or until such time as BeautyBank requests the cancellation,



withdrawal, or abandonment of the MARY KAY WONDERFUL Marks. Any such request shall be at the cost of BeautyBank and at no cost to Mary Kay. In such event, BeautyBank shall reimburse Mary Kay for its costs and expenses, including attorneys fees, should such assistance be requested. Mary Kay retains the authority to direct any such enforcement or defense efforts, and to have final approval over any settlement or other resolution. Mary Kay shall maintain authority to initiate or file any and all legal actions taken with respect to the MARY KAY WONDERFUL Marks. Notwithstanding the foregoing, Mary Kay assumes only the obligation to enforce whatever rights it may have in the MARY KAY WONDERFUL Marks.

8.3 Mary Kay retains the exclusive right to enforce, defend, and make strategic decisions concerning the "MARY KAY" element of the MARY KAY WONDERFUL Marks.

8.4 Notwithstanding the foregoing, this Agreement expressly does not impose upon Mary Kay any obligation to use the MARY KAY WONDERFUL Marks for any purpose, including the purpose of maintaining rights in the Marks.

## 9. Remedies for Breach

9.1 If at any time during the term of this Agreement either of the Parties materially breaches any of its obligations under this Agreement, the other Party shall be entitled to take legal action, including the filing of a lawsuit(s) in accordance with the provisions of Paragraph 9.2 below. In the event of any such legal action, BeautyBank's recovery shall be limited to an amount not exceeding the amount of consideration paid pursuant to paragraph 10 of this Agreement.

9.2 In the event of any dispute arising out of or relating to this Agreement, the Parties agree to take the following steps in the order outlined below. The aggrieved party shall first give written notice to the other party as provided in the "Notices" section of this Agreement. The party receiving notice shall have forty-five (45) days from receipt of notice to cure the alleged

breach. If the alleged violation is not cured within this period, the aggrieved party shall then issue a written request for negotiation of the dispute. The parties shall in good faith commence a ninety (90) day negotiation period in an attempt to resolve the dispute. In the event that negotiations do not produce a resolution of the dispute, the parties shall schedule a mediation of the dispute. The meditation shall occur within ninety (90) days after the termination of the negotiation period. Any negotiation or mediation between the Parties must involve persons from BeautyBank and Mary Kay with authority to settle the dispute. In the event that the parties are not able to resolve the dispute through negotiation or meditation, either party may commence litigation. No litigation shall be commenced prior to completion of the cure and negotiation/mediation periods specified above. Any of the time periods specified herein may be modified by mutual written agreement of the Parties.

10. Payment

As the consideration for the assignment and transfer by Mary Kay to BeautyBank of all rights in the Assigned Marks and in consideration of Mary Kay's obligations hereunder and undertakings herein, BeautyBank shall pay to Mary Kay the total sum of seventy-five thousand dollars (\$75,000) by check, to be made within fifteen (15) business days of Mary Kay's signature of this Agreement and the Assignment document.

11. Confidentiality

11.1 The parties shall keep the terms of this Agreement confidential and shall not disclose the same to any third party (or, within its organization, to persons other than legal counsel and those who need to know the same in order to comply with this Agreement), except as follows:

- a. Each party shall be permitted to disclose this Agreement pursuant to an order of any court or by court or administrative agency or by compulsion of law;

- b. Each party shall be permitted to disclose this Agreement as necessary in order to secure compliance with the terms set forth herein, or for purposes of enforcing the terms hereof;
- c. Each party shall be permitted to disclose this Agreement in order to contest any claims arising out of or relating to the Assigned Marks;
- d. Each party shall be permitted to disclose this Agreement in confidence to any person to or with whom it wishes or may wish to assign, license or share its rights hereunder or to any person who has an interest in acquiring rights in the Party;
- e. Each party shall be permitted to disclose this Agreement in confidence to its legal advisors, tax advisors, accountants and to governmental tax authorities;
- f. Each party shall be permitted to disclose the Agreement in confidence to its affiliates and related companies as necessary to ensure compliance with the terms set forth herein; and
- g. Each party shall be permitted to disclose the "Assignment" document executed in connection herewith for purposes of recording the assignment of the Assigned Marks.

12. Indemnity

12.1 BeautyBank and Mary Kay each agree that it is wholly responsible for all goods or services offered by it and that the other party shall have no liability therefor.

12.2 BeautyBank indemnifies and holds harmless Mary Kay and all its officers, directors, shareholders, employees, agents, representatives, assigns, and successors-in-interest from and against any and all claims, liabilities, penalties, losses, costs, damages, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, amounts paid in settlement, attorneys' fees, court costs and other legal expenses,

arising out of, connected with, and/or relating to BeautyBank's activities involving the Assigned Marks or its use of the Assigned Marks.

13. Term and Scope

This term of this Agreement shall be for the life of the Assigned Marks and/or the MARY KAY WONDERFUL Marks as defined herein. In the event BeautyBank abandons its rights in the Assigned Marks, Mary Kay shall no longer be bound to the terms of this Agreement. All obligations contained herein shall be worldwide in scope and effect.

14. Assignability

The Parties' rights and obligations under this Agreement are assignable and Mary Kay shall not object to the assignment of BeautyBank's rights in and to the Assigned Marks and shall not interfere with the exercise of any rights in the Assigned Marks by any entity to whom BeautyBank may assign its rights. All obligations of the Parties under this Agreement shall remain binding on the Parties in the case of such an assignment and shall inure to the benefit of the Parties' respective successors.

15. Choice of Law

This Agreement shall be interpreted and enforced under the substantive laws of the State of New York without regard to New York's conflict of law rules.

16. Notices

16.1 All notices under this Agreement shall be in writing and shall be considered given when delivered to the respective addresses stated below (or at such other address as any Party or any successor-in-interest or assignee of any Party may specify by notice given to the other Party):

Notice to BeautyBank:

BeautyBank Inc.  
c/o Estee Lauder Legal Department  
767 Fifth Ave.  
New York, N.Y. 10153  
ATTN: Rita Odin, Esq.  
Lesley Moradian, Esq.

Notice to Mary Kay:

Mary Kay, Inc.  
Attn: John Wiseman  
16251 Dallas Parkway  
P.O. Box 799045  
Dallas, Texas 75379-9045

With a copy to:  
Richard J. Groos  
Fulbright & Jaworski  
600 Congress Ave., Suite 2400  
Austin, Texas 78701

16.2 All notices shall be delivered by facsimile and overnight mail.

17. Interpretation

The terms of this Agreement have been negotiated at arms-length among parties represented by experienced counsel with all parties and their counsel having input into the specific terms. As a result, the rule of "interpretation against the draftsman" shall not apply in any dispute over the interpretation of the terms of this Agreement.

18. Persons and Entities Bound

This Agreement and all obligations contained herein shall be binding on and inure to the benefit of the Parties and their respective parents, subsidiaries, licensees, related companies, affiliates, successors, heirs, and assigns.

19. Relationship of Parties

Nothing herein shall be construed to place the Parties in a relationship of partners, joint venturers or licensor/licensee and neither party shall have the power to obligate or bind the other party in any manner whatsoever except as specifically provided for herein. Neither party shall be bound by the actions of the other, shall be liable for the debts of the other or shall have the right to share in the profits of the other as a result of anything contained in this Agreement.

20. Merger Clause

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior and contemporaneous understandings and agreements of the Parties with respect to the subject matter hereof.

21. Modification and Waiver

The Agreement may be modified only by a written document signed by the Parties. The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be construed as a waiver and shall not deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of a breach or default hereunder shall not be deemed a waiver of any other similar or prior or subsequent breach of either the same provision or any other provision of this Agreement.

22. Authorization To Sign

Each of the signatories to this Agreement represents and warrants that he or she has the full right, power and authority to execute this Agreement and to bind the party for which he or she is signing and that each party has the power and authority to perform its obligations under this Agreement.

23. Severability

If any part, term or provision of this Agreement shall be declared invalid, void, or unenforceable, then all remaining parts, terms, and provisions shall remain in full force and effect and shall not be invalidated, impaired, or affected.

24. Advice of Counsel

Each Party has carefully reviewed this Agreement, understands its terms, sought legal advice with respect to this Agreement, and has relied wholly on its own judgment and knowledge and has not been influenced to any extent whatsoever in making this Agreement by any

representations or statements made by any other Party or anyone acting on behalf of any other Party.

25. Headings

The article headings appear only as a matter of convenience and shall not affect the construction of the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have hereunto set their hands as of the date below.

Dated: New York, New York

~~March~~ 11, 2005

April

BEAUTYBANK INC.

By: Terley A. Bradner  
Name:  
Title:

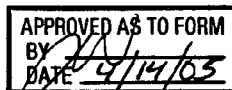
Dated: Dallas, Texas

~~March~~ 19, 2005

April

MARY KAY INC.

By: Julia A. Simon  
Name: Julia A. Simon  
Title: Vice President, Legal Resources





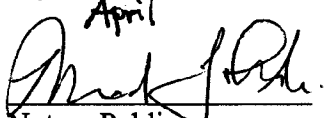


ACKNOWLEDGEMENT

STATE OF NEW YORK )  
:SS.:  
COUNTY OF NEW YORK )

On this 11 of ~~March~~<sup>April</sup>, 2005 before me personally appeared Lesley A Moradian, the same person whose name was subscribed to the foregoing Agreement and Assignment of Rights document, and being duly authorized acknowledged that he is VP, + Asst Secretary of BeautyBank Inc., that he was authorized by BeautyBank Inc. to execute the foregoing Agreement and Assignment of Rights, that he is authorized to bind BeautyBank Inc. in connection with assuming all obligations set forth in the foregoing Agreement and Assignment of Rights, that the Agreement and Assignment of Rights is the free act and deed of BeautyBank Inc. and that he signed the foregoing Agreement on behalf of BeautyBank Inc. intending to legally bind that company.

Sworn to me before this 11  
day of ~~March~~<sup>April</sup>, 2005

  
Notary Public

LENNARD JOHN, JR.  
Notary Public, State of New York  
No. 01JO4995662 Qual. In Kings Co.  
Certificate File in New York County  
Commission Expires June 4, 2006

**ASSIGNMENT**

WHEREAS, MARY KAY INC. ("MARY KAY"), a Delaware corporation having its principal place of business at 16251 Dallas Parkway, P.O. Box 799045, Dallas, Texas 75379-9045 (hereafter "Assignor"), is the owner of the registrations for the mark and name WONDERFUL as shown in Exhibit A (the "MARK").

WHEREAS, BeautyBank Inc., a Delaware corporation with a principal place of business at 767 Fifth Avenue, New York, New York 10153 (hereinafter "Assignee"), desires to acquire the MARK.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, grant, convey, assign and relinquish exclusively unto said Assignee, any and all right, title and interest that Assignor may have in and to the MARK, together with the goodwill of the business symbolized by the MARK, provided, however, that, Assignor has not made, does not make and specifically disclaims, any representations, warranties or guaranties of any kind, oral or written, express or implied, concerning the MARK.

IN WITNESS WHEREOF, Assignor has signed this Assignment as of the 14 day of

April, 2005.

MARY KAY INC.  
a Delaware corporation

By: *Julia A. Simon*  
Julia A. Simon

Title Vice President,  
Legal Resources

APPROVED AS TO FORM  
BY *[Signature]*  
DATE 4/14/05

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 14<sup>th</sup> day of April, 2005, personally appeared Julia A. Simon known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he is authorized to execute the same on behalf of the identified corporation and that s/he executed the same on behalf of the corporation for the purposes and consideration therein expressed.

*Nancy K. Pike*  
Notary Public in and for the State of Texas



Nancy K. Pike  
(Type or Print Name)

My Commission Expires: Sept. 17, 2007

**EXHIBIT A**

Worldwide Status of Registered Trademarks for  
**WONDERFUL**

COUNTRY	MARK	CLASS / GOODS	STATUS/ DATE	APP/ REG. NO.	RENEWAL / USE REQUIREMENTS
Argentina	WONDERFUL	Class 3 - Cosmetics, beauty and skin care products, namely, skin cleansers, shampoos, conditioners, sun screening lotions, oils and gels; sun tanning lotions, oils and gels; shower gels, shaving gels, shaving lotions, body lotions, body powders, facial and body scrubs, facial and body masks, and skin emollients.	Registered 10/10/2002	1.890.041	Renewal 10/10/2012
Argentina	WONDERFUL	Class 9 - Pre-recorded audio cassettes featuring music and pre-recorded compact discs featuring music.	Registered 10/10/2002	1.890.042	Renewal 10/10/2012
Argentina	WONDERFUL	Class 21 - Combs and brushes.	Registered 10/10/2002	1.890.043	Renewal 10/10/2012
Chile	WONDERFUL	Class 9 - Pre-recorded audio cassettes featuring music and pre-recorded compact discs featuring music. Class 21 - Combs and brushes.	Registered 1/9/2002	616.224	Renewal 1/9/2012
Mexico	WONDERFUL	Class 3 - Cosmetics, beauty and skin care products, namely, skin cleansers, shampoos, conditioners, sun screening lotions, oils and gels; sun tanning lotions, oils and gels; shower gels, shaving gels, shaving lotions, body lotions, body powders, facial and body scrubs, facial and body masks, and skin emollients.	Registered 6/19/1998	583985	Renewal 6/19/2008
Mexico	WONDERFUL	Class 9 - Pre-recorded audio cassettes featuring music and pre-recorded compact discs featuring music.	Registered 6/19/1998	583989	Renewal 6/19/2008
Mexico	WONDERFUL	Class 21 - Combs and brushes.	Registered 6/19/1998	583988	Renewal 6/19/2008
Taiwan	WONDERFUL	Class 9 - Pre-recorded audio cassettes featuring music and pre-recorded compact discs featuring music.	Registered 1/16/2000	879555	Renewal 1/16/2010
Taiwan	WONDERFUL	Class 21 - Combs and brushes.	Registered 10/1/1999	870148	Renewal 7/1/2009
U.S.	WONDERFUL	Class 3 - Class 3: Cosmetics, beauty and skin care products, namely, skin cleansers, shampoos, conditioners, sun screening lotions, oils and gels; sun tanning lotions, oils and gels; shower gels, shaving gels, shaving lotions, body lotions, body powders, facial and body scrubs, facial and body masks, and skin emollients.	Registered 1/29/2002	2,534,808	Renewal 1/27/2011
U.S.	WONDERFUL	Class 3 - Perfumes, colognes and related fragrance products, namely shower and bath gels, soaps, oils, body lotions, creams and powders.	Registered 2/27/2001	2,432,285	Renewal 10/1/2009

**TRADEMARK  
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**EXHIBIT B**

Worldwide Status of Registered Trademarks for  
**MARY KAY WONDERFUL**

COUNTRY	MARK	CLASS / GOODS	STATUS/ DATE	APP/ REG. NO.	RENEWAL / USE REQUIREMENTS
Brazil	MARY KAY WONDERFUL	<u>Class 3</u> - Cosmetics, beauty and skin care products, namely, skin cleansers, shampoos, conditioners, sun screening lotions, oils and gels; sun tanning lotions, oils and gels; shower gels, shaving gels, shaving lotions, body lotions, body powders, facial and body scrubs, facial and body masks, and skin emollients.	Registered 8/28/2001	820929310	Renewal 8/28/2011
Brazil	MARY KAY WONDERFUL	<u>Class 9</u> - Pre-recorded audio cassettes featuring music and pre-recorded compact discs featuring music.	Registered 7/27/2004	820929301	Renewal 7/27/2014
Brazil	MARY KAY WONDERFUL	<u>Class 21</u> - Combs and brushes.	Registered 8/28/2001	200012797	Renewal 8/28/2011
China	MARY KAY WONDERFUL	<u>Class 3</u> - Cosmetics, skin cleansers, shampoos, conditioners, sun screening lotions, oils and gels, sun tanning lotions, oils and gels; shower gels, shaving gels, shaving lotions, body lotions, body powders, facial and body scrubs, facial and body masks, and skin emollients	Registered 1/21/2000	1355101	Renewal 1/20/2010
China	MARY KAY WONDERFUL	<u>Class 9</u> - Pre-recorded audio cassettes featuring music and pre-recorded compact discs featuring music	Registered 3/14/2000	1373806	Renewal 3/13/2010
European Union	MARY KAY WONDERFUL	<u>Class 3</u> - Beauty products; cosmetics and skin care products; skin, body and facial creams, lotions, conditioners, scrums, oils, oil controllers, oil absorbers, masks, moisturizers, muds, soaps, bars, and gels; night creams, buffing creams, and dusting powders; facial and body scrubs, toners and fresheners; skin exfoliators, skin emollients, and body polishers; non-medicated sunscreen and sun block preparations; self tanning products; liquid makeup foundations, cream makeup foundations, facial highlighters, and blemish concealers; mascaras, eyeliners, eye pencils, eye masks, eye shadows, eye defining pencils, eyebrow pencils, eye makeup removers, blushers, rouges, powder and cream cheek colors, loose and pressed face powders, facial highlighters, lipsticks, lip glosses, lip liner pencils, lip balms, lip masks, lipstick adjusters, namely preparations used to enhance the lipstick's shade, and lip color crayons; nail care preparations, nail colors, nail enamel removers, emery boards, orange sticks, nail buffing preparations, cuticle creams, hand creams, nail polish base and top coats, nail enamels, and nail strengtheners; fragrances, fragrance mists, perfumes, colognes, scented oils, scented toilet soaps, body powders and fragrance fine wash; body lotions, bath oils and salts, and bath and			

**TRADEMARK**  
REEL: 003135 FRAME: 0622

COUNTRY	MARK	CLASS / GOODS	STATUS/ DATE	APP/ REG. NO.	RENEWAL / USE REQUIREMENTS
		<p>shower gels; shave creams, gels, lotions and balms; hair care products, hair conditioners, hair sprays, styling gels and mousse, finishing sprays, and hair shampoos; liquid talcs, deodorants, and anti-perspirants; and all other cosmetic and skin care products in this class.</p> <p><u>Class 16</u> - Printed business supplies and sales aids for those engaged in the promotion and sale of cosmetics, skin care, glamour and like products, namely, identification cards, business organizer folders, labels, decals, stickers, glamour shade guides, sales flip charts, note paper, promotional decals, planning sheets, date books, instructional brochures, order forms, stationery, postcards, and magazines and pamphlets containing cosmetic, skin care, beauty and related topics; disposable paper facial cloths; plastic and paper cosmetic bags sold empty; calendars, binders, paper gift bags, paperweights, paper ribbons, pens and pencils; eye pencil sharpeners and lip pencil sharpeners.</p>			
Russia	MARY KAY WONDERFUL	<p><u>Class 3</u> - Cosmetics, beauty and skin care products, namely, skin cleansers, shampoos, conditioners, sun screening lotions, oils and gels; sun tanning lotions, oils and gels; shower gels, shaving gels, shaving lotions, body lotions, body powders, facial and body scrubs, facial and body masks, and skin emollients</p> <p><u>Class 9</u> - Pre-recorded audio cassettes featuring music and pre-recorded compact discs featuring music</p> <p><u>Class 21</u> - Combs and brushes</p>	Registered 6/14/2000	189844	Renewal 7/21/2008
Taiwan	MARY KAY WONDERFUL	<p><u>Class 3</u> - Cosmetics, beauty and skin care products, namely, skin cleansers, shampoos, conditioners, sun screening lotions, oils and gels; sun tanning lotions, oils and gels; shower gels, shaving gels, shaving lotions, body lotions, body powders, facial and body scrubs, facial and body masks, and skin emollients.</p>	Registered 7/1/1999	856947	Renewal 7/1/2009
Venezuela	MARY KAY WONDERFUL	<p><u>Class 3</u> - Beauty products; cosmetics and skin care products; skin, body and facial creams, lotions, conditioners, serums, oils, oil controllers, oil absorbers, masks, moisturizers, muds, soaps, bars, and gels; night creams, buffing creams, and dusting powders; facial and body scrubs, toners and fresheners; skin exfoliators, skin emollients, and body polishers; non-medicated sunscreen and sun block preparations; self tanning products; liquid makeup foundations, cream makeup foundations, facial highlighters, and blemish concealers; mascaras, eyeliners, eye pencils, eye masks, eye shadows, eye defining pencils, eyebrow pencils, eye makeup removers, blushers, rouges, powder and cream cheek colors, loose and pressed face powders, facial highlighters, lipsticks, lip glosses,</p>	Registered 8/27/2001	P-233354	Renewal due 8/27/2011

COUNTRY	MARK	CLASS / GOODS	STATUS/ DATE	APP/ REG. NO.	RENEWAL / USE REQUIREMENTS
Venezuela	MARY KAY WONDERFUL	Class 16 - Printed business supplies and sales aids for those engaged in the promotion and sale of cosmetics, skin care, glamour and like products, namely, identification cards, business organizer folders, labels, decals, stickers, glamour shade guides, sales flip charts, note paper, promotional decals, planning sheets, date books, instructional brochures, order forms, stationery, postcards, and magazines and pamphlets containing cosmetic, skin care, beauty and related topics; disposable paper facial cloths; plastic and paper cosmetic bags sold empty; calendars, binders, paper gift bags, paperweights, paper ribbons, pens and pencils; eye pencil sharpeners and lip pencil sharpeners.	Registered 8/27/2001	P-233353	Renewal due 8/27/2011
		lip liner pencils, lip balms, lip masks, lipstick adjusters, namely preparations used to enhance the lipstick's shade, and lip color crayons; nail care preparations, nail colors, nail enamel removers, emery boards, orange sticks, nail buffing preparations, cuticle creams, hand creams, nail polish base and top coats, nail enamels, and nail strengtheners; fragrances, fragrance mists, perfumes, colognes, scented oils, scented toilet soaps, body powders and fragrance fine wash; body lotions, bath oils and salts, and bath and shower gels; shave creams, gels, lotions and balms; hair care products, hair conditioners, hair sprays, styling gels and mousse, finishing sprays, and hair shampoos; liquid talcs, deodorants, and anti-perspirants; and all other cosmetic and skin care products.			

TRADEMARK  
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**EXHIBIT C**  
**CONSENT AGREEMENT**

This Consent Agreement ("Agreement") effective DECEMBER 19, 2002, is by and between **The Procter & Gamble Company** ("P&G"), a Delaware corporation with its headquarters at One Procter & Gamble Plaza, Cincinnati, Ohio 45202, and **Mary Kay Inc.** ("MKI"), a Delaware corporation with its headquarters at 16251 Dallas Parkway, Addison, Texas 75001-6801.

WHEREAS, MKI obtained United States Trademark No. 2,432,285 for the mark "WONDERFUL" in International Class 3, as well as numerous registrations worldwide for either "WONDERFUL" or "MARY KAY WONDERFUL" in International Class 3, generally covering "perfumes, colognes and related fragrance products, namely shower and bath gels, soaps, oils, body lotions, creams and powders"; and

WHEREAS, P&G wishes to use the name "COLOR WONDERFUL" or "COLOUR WONDERFUL" or "CLAIROL COLORWONDERFUL" or "CLAIROL COLOURWONDERFUL" in its Clairol brand for hair care and hair coloring products; and

WHEREAS, each of the parties uses its mark in distinct channels of trade,

*NOW THEREFORE*, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

1. MKI grants to P&G the right to use the name "COLOR WONDERFUL" or "COLOUR WONDERFUL" or "CLAIROL COLORWONDERFUL" or "CLAIROL COLOURWONDERFUL" on the goods described above, to be sold through retail channels.
2. P&G agrees not to contest the right of MKI to use the name "WONDERFUL" or "MARY KAY WONDERFUL" for goods in International Class 3. Should MKI obtain a registration for "WONDERFUL," it agrees that the mark shall be used only in conjunction with the house mark "MARY KAY" on packaging and in literature.
3. The parties agree not to file suit or threaten litigation against the other for any use of the mark(s) which is in accord with this agreement.
4. The parties may file a copy of this Agreement with the United States Patent and Trademark Office or any other trademark registration office in support of any application to register any or all of the marks above so long as such application is consistent with this Agreement. Each party shall cooperate in affirming to the USPTO or any other trademark registration office the mutual undertakings of the parties, as set forth in this Agreement, and in demonstrating the absence of confusion. The parties agree to provide one another



with consents in forms acceptable to the jurisdictions in which registration is sought consistent with this Agreement.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

6. Subject to the terms of this Agreement, each party, on its own behalf and on behalf of its affiliates, stockholders, directors, trustees, officers, agents, employees, representatives, successors, predecessors, and assigns, hereby waives, releases, and forever discharges the other party and its affiliates, stockholders, directors, trustees, officers, agents, employees, representatives, successors, independent sales force members, predecessors, and assigns from any and all claims, actions, causes of action, suits, demands, rights, damages, and costs (collectively, "Claims") of any kind or nature, relating to or arising from any aspect of this matter. Without limiting the generality of the foregoing, said release shall apply to Claims (i) whether or not they were asserted or could have been asserted, prior to or after the date hereof, or (ii) that arose under contract, tort, or otherwise, in law or in equity.

7. This Agreement shall not be amended, altered, modified, or changed except by an instrument in writing, signed by both parties.

8. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and it supercedes all prior agreements between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by duly authorized persons with authority to bind the parties hereto.

Signed on behalf of Mary Kay Inc.:

Name: Nathan R. Moore  
Title: Vice President, Deputy General Counsel, and Assistant Secretary  
Date: November 25, 2002

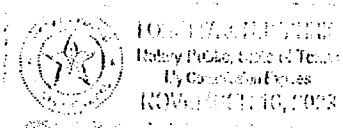
Signed on behalf of The Procter & Gamble Company:

Name: David M. Moyer  
Title: Assistant Secretary  
Date: December 19, 2002

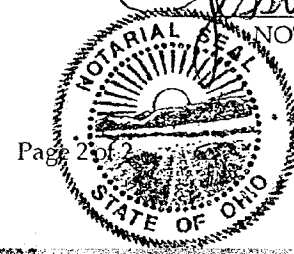
Subscribed and sworn to before me this 25<sup>th</sup> Day of November, 2002.

Subscribed and sworn to before me this 19<sup>th</sup> Day of December, 2002.

NOTARY PUBLIC



NOTARY PUBLIC



JESSICA M. BROWN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 12-07-06

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