OP \$265,00 08204

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		10/28/2005 CORPORATION:	

RECEIVING PARTY DATA

Name:	Parfums Schiaparelli, Inc.	
Street Address:	178 EAB Plaza, 8th Floor	
City:	Uniondale	
State/Country:	NEW YORK	
Postal Code:	11556	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0820431	SCHIAPARELLI
Registration Number:	0320501	SCHIAPARELLI
Registration Number:	0426405	SERAPHIQUE
Registration Number:	1847202	SHOCKING
Registration Number:	0344590	SHOCKING
Registration Number:	0875325	SHOCKING DE SCHIAPARELLI POUDRE POUF
Registration Number:	0415856	SHOCKING RADIANCE
Registration Number:	0820035	SLEEPING
Registration Number:	0422359	SNUFF
Registration Number:	0425686	STRATOSPHERE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 714-540-1235

TRADEMARK
REEL: 003188 FRAME: 0205

900035487

Email: ipdocket@lw.com

Correspondent Name: Julie L. Dalke

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038275-0004 (RELEASE)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	11/04/2005

Total Attachments: 6

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> TRADEMARK REEL: 003188 FRAME: 0206

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of October 28, 2005, from JPMorgan Chase Bank, N.A., a Delaware corporation having a principal place of business at 270 Park Avenue, 4th Floor, New York, New York, 10017, as administrative agent (in such capacity, the "Administrative Agent") for the banks, financial institutions and other entities (the "Lenders") from time to time party as Lenders under the January 2005 Credit Agreement (as hereinafter defined), to Parfums Schiaparelli, Inc., a Delaware corporation having a principal place of business at 178 EAB Plaza, 8th Floor, Uniondale, New York 11556 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the (i) Credit Agreement, dated as of January 27, 2005 (as amended, supplemented, or otherwise modified from time to time, the "January 2005 Credit Agreement"), among DLI Acquisition Corp. (the "Borrower"), DLI Holding II Corp. the Lenders, J.P. Morgan Securities, Inc. and Bear, Stearns & Co. Inc., as joint lead arrangers and bookrunners, Bear Stearn Corporate Lending, Inc., as syndication agent, Deutsche Bank Securities, Inc., as co-agent and documentation agent, and the Administrative Agent, and (ii) the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, it was a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the January 2005 Credit Agreement that the Grantor execute and deliver 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");

WHEREAS, the Grantor agreed as a condition of the Guarantee and Collateral Agreement to execute that certain Intellectual Property Security Agreement, dated as of January 27, 2005 (the "Security Agreement"), between the Grantor, Del Pharmaceuticals, Inc., Del Professional Products, Inc., Del Laboratories, Inc. and the Administrative Agent;

WHEREAS, under the terms of the Guarantee and Collateral Agreement and the Security Agreement, the Grantor granted a security interest (the "Security Interest") to the Administrative Agent in certain Trademarks (as hereinafter defined) for the benefit of the Secured Parties;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 1, 2005, at Reel 3020, Frame 0164;

TRADEMARK REEL: 003188 FRAME: 0207 WHEREAS, the Grantor has entered into new financing arrangements pursuant to (i) the Credit Agreement, dated as of October 28, 2005 (as amended, supplemented, or otherwise modified from time to time), by and among Del Laboratories, Inc., DLI Holding II Corp., a Delaware corporation, the banks, financial institutions and other entities from time to time party thereto, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, and the Administrative Agent, (ii) the Collateral Agency Agreement, dated as of October 28, 2005 (as amended, supplemented, or otherwise modified from time to time) by and among Del Laboratories, Inc., the other grantors from time to time party thereto, Wells Fargo Bank, N.A., as trustee under the Indenture (as defined therein) and Wells Fargo Bank, N.A., as collateral agent and (iii) the Purchase Agreement, dated as of October 20, 2005 (as amended, supplemented, or otherwise modified from time to time) by and among Del Laboratories, Inc., certain subsidiaries of Del Laboratories, Inc. as guarantors, and Bear, Stearns & Co. Inc., J.P. Morgan Securities Inc. and Deutsche Bank Securities Inc, as Initial Purchasers (as defined therein); and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the January 2005 Credit Agreement, the Guarantee and Collateral Agreement and the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

SECTION 1. <u>Trademarks</u>: The term "Trademarks," as used herein, shall mean (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 and any new renewals thereof, including each registration and application identified in Schedule I hereto, (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 into in connection therewith, and damages and 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.

SECTION 2. <u>Release of Security Interest</u>: The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Administrative Agent in such Trademarks shall hereby cease and become void

SECTION 3. <u>Further Assurances</u>: The Administrative Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

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Name
Tiel JOHNRCLOIRDA
VIEBESTIDEN

REEL: 003188 FRAME: 0210

ACKNOWLEDGMENT

STATE OF NEW YORK	
	:SS:
COUNTY OF Brown)
· · · · · · · · · · · · · · · · · · ·	me, the undersigned, personally appeared
John C. Rivida	an
personally known to me or prove	ed to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (a	are) subscribed to the within instrument and
	they executed the same in his/her/their capacity(ies), and
that by his/her/their signature(s)	on the instrument, the individual(s), or the person upon
behalf of which the individual(s)	acted, executed the instrument.
,	Ranesha Pitt
	(signature and office of individual taking
	acknowledgment)

RANESHA PITT

Notary Public, State of New York No. 01Pl6046637

Qualified in Bronx County
Commission Expires August 14,

SCHEDULE I

Trademark Registrations

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

TRADEMARK REEL: 003188 FRAME: 0212

RECORDED: 11/04/2005