

TRADEMARK ASSIGNMENT

01-04-2006

Electronic Version v1.1

Stylesheet Version v1.1



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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademarks (Releasing 3189/0711)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Del Pharmaceuticals, Inc.
Street Address:	726 Reckson Plaza
City:	Uniondale
State/Country:	NEW YORK
Postal Code:	11553
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

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:	771406	BOIL-EASE
Registration Number:	2219413	DENTURE ORAJEL
Registration Number:	1499210	DERMAREST
Registration Number:	932502	DETANE
Registration Number:	1500148	DIAPERGUARD
Registration Number:	932501	DIDELAMINE
Registration Number:	1749219	DRICORT
Registration Number:	2730448	GENTLE NATURALS
Registration Number:	0857383	OCU-BATH

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Registration Number:	0855439	OCU-DROP
Registration Number:	0592383	OFF-EZY
Registration Number:	1259783	OFF-EZY
Registration Number:	1166935	ORAJEL
Registration Number:	1320331	ORAJEL MOUTH-AID
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

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7145401235
 Email: ipdocket@lw.com
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 Address Line 1: 650 Town Center Drive
 Address Line 2: 20th Floor
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038275-0004 RELEASE 0711
NAME OF SUBMITTER:	Joanna Fowler
Signature:	/Joanna Fowler/
Date:	01/04/2006

Total Attachments: 6
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TRADEMARK

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SCHEDULE I

Trademark Registrations

Trademark	Reg. No.	Reg. Date
ARTHRICARE	1793360	9/21/1993
AURO	1,236,010	5/3/1983
AURO-DRI	1430843	3/3/1987
BABY ORAJEL	1168895	9/15/1981
BOIL-EASE	771,406	6/16/1964
DENTURE ORAJEL	2219413	1/19/1999
DERMAREST	1499210	8/9/1988
DETANE	932502	4/18/1972
DIAPER GUARD	1500148	8/16/1988
DIDELAMINE	932501	4/18/1972
DRICORT	1749219	1/26/1993
GENTLE NATURALS	2,730,448	6/24/2003
OCU-BATH	0857383	9/24/1968
OCU-DROP	0855439	8/27/1968
OFF-EZY	0592383	7/13/1954
OFF-EZY (DESIGN)	1,259,783	12/6/1983
ORAJEL	1166935	9/1/1981
ORAJEL MOUTH-AID	1320331	02/19/1985
ORAJEL P.M.	2058425	4/29/1997
PERIOSEPTIC	1854017	9/13/1994
PRONTO	1345457	7/2/1985
PRONTO	1441745	6/9/1987
PROPA P.H.	0775933	8/25/1964
PROPA P.H. (LOGO)	2061952	5/13/1997
RECOVER	0883021	12/23/1969
SKIN SHIELD	2,667,626	12/31/2002
STYGIENE	1,805,077	11/16/1993
TANAC	0867071	3/25/1969
TRIALKA	0793582	8/3/1965
TRIPTONE	0647728	7/2/1957

Trademark Applications

Trademark	Serial No.	App. Date
DIABETAID	76/356,223	1/9/2002

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of December 29, 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 to the October 2005 Credit Agreement (as hereinafter defined), to Del Pharmaceuticals, Inc., a Delaware corporation having a principal place of business at 726 Reckson Plaza, Uniondale, New York 11553 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the (i) Credit Agreement, dated as of October 28, 2005 (as amended, supplemented, or otherwise modified from time to time, the "October 2005 Credit Agreement"), among Del Laboratories, Inc. (the "Borrower"), DLI Holding II Corp., the Lenders, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, 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 October 2005 Credit Agreement that the Grantor execute and deliver that certain Guarantee and Collateral Agreement, dated as of October 28, 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 October 28, 2005 (the "Security Agreement"), between the Grantor, Del Laboratories, Inc., Del Professional Products, Inc., Parfums Schiaparelli, 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 November 7, 2005, at Reel 3189, Frame 0711;

WHEREAS, the Borrower has entered into new financing arrangements pursuant to the Credit Agreement, dated as of December 29, 2005 (as amended, supplemented, or otherwise modified from time to time), by and among the Borrower, 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; 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 October 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. Trademarks: 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. Release of Security Interest: 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. Further Assurances: 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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IN WITNESS WHEREOF, the undersigned has executed this Termination
and Release by its duly authorized officer as of the date first above written.

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

By: 

Name:

Paul J. O'Neill

Title:

Sr. Vice President

IP Del Pharmaceuticals Trademark Release

(WED) 12:28:05 17:53/NO. 4860314073 P 9

FROM JP MORGAN 212 270 7449

TRADEMARK
REEL: 003224 FRAME: 0135

ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF New York)

On December 28, 2005 before me, the undersigned, personally appeared

Paul O. Neill

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 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.

Elsa V. Griffith
(signature and office of individual taking
acknowledgment)

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4938119
Qualified in Kings County
Commission Expires March 30, 2007

IP Del Pharmaceuticals Trademark Release

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FROM JP MORGAN 212 270 7449