	(O)
	7538825
	061205
	\$40.00
	I U

TRANSMITTAL OF DOCUMENT FOR RECORDATION TRADEMARKS ONLY			
To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.			
1.	Name of conveying party(ies): General Electric Capital Corporation	Name and address of receiving party(ies): Name: <u>Tinkerbell</u> , <u>Inc.</u>	
	☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other ☐ Corporation ☐ Corporati	Street Address: 394 Oak Hill Road, Suite 115	
	Additional name(s) of conveying party(ies) attached? Yes No	City: Mountain Top State PA ZIP 18707	
3.	Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release of Security Interest	Individual(s) citizenship Association General Partnership Limited Partnership X Corporation-State Delaware	
	Execution Date: July 30, 1999	Other If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? Yes No	
4.	Application number(s) or registration number(s): A. Trademark Application No.(s) 75/388,253 (now Reg. No. 2,598,219)	B. Trademark Registration No.(s)	
	Additional numbers attached?	Yes x No	
5.	Name and address of party to whom correspondence concerning document should be mailed:	Number of applications and registrations involved: One	
	Name: Fitzpatrick, Cella, Harper & Scinto	7. Total fee (37 CFR 3.41): \$40.00	
	30 Rockefeller Plaza		
	New York, New York 10112-3800	Enclosed X Authorized to be charged to deposit account	
	Telephone No.: (212) 218-2100	8. Deposit account number	
	Facsimile No.: (212) 218-2200	06-1205 (Attach duplicate copy of this page if paying by deposit account):	
DO NOT USE THIS SPACE			
9.	Statement and signature.		
	To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.		
	Pasquale A.Razzano	February 6, 2006	
	Name of Person Signing Signs Total number of	paire Date paires including cover sheet, attachments, and documents; 4	

Form #123

NY_MAIN 540240v1

700241879

TRADEMARK REEL: 003256 FRAME: 0996 Nov 23 05 02:58p Alfred R. Cowgen, Jr. +1-570-474-6819

р. 2 Р. 32

RELEASE OF SECURITY INTEREST IN PATENTS. COPYRIGHTS AND TRADEMARKS ("RELEASE")

WHEREAS, Renaissance Cosmetics, Inc., Cosmar Corporation, Dana Perfumes Corp., MEM Company, Inc., Tinkerbell, Inc., Great American Cosmetics, Inc., and Houbigant (1995) Limited/Houbigant (1995) Limited (collectively, "Owners"), own and are using trademarks, copyrights, patents and certain other intellectual property in connection with their businesses;

WHEREAS, the Owners are parties to that certain Credit Agreement dated as of March 12, 1997, among Dana Perfumes Corp., the other credit parties thereto (including the Owners), General Electric Capital Corporation, as lender and as agent for the lenders (in such capacity "Agent"), and the other lenders thereto (as amended, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Owners assigned and granted to Agent security interests in, to and under the Intellectual Properties included in the Acquired Assets (as such terms are defined in that certain Asset Purchase Agreement dated as of June 28, 1999, among DPC Acquisition Corp., as buyer, and Owners, as sellers (the "Asset Purchase Agreement"));

WHEREAS, Owners are Debtors under that certain Order Pursuant to Sections 105, 363, 365 and 1146 of the Bankruptcy Code Authorizing and Approving (i) the Emergency Sale of Certain Assets of the Debtors [Renaissance Cosmetics, Inc., et al.] Free and Clear of Liens, Claims and Encumbrances, (ii) the Torms of the Asset Purchase Agreement, (iii) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (iv) the Exemption of the Sale from Stamp or Similar Taxes (Bankr. D. Del. July 1, 1999) (the "Sale Order"):

WHEREAS, pursuant to a bid process and the Bankruptcy Court's subsequent approval, DPC Acquisition Corp. ("Purchaser") was selected to purchase substantially all of the assets of the Debtors' estates; and

WHEREAS, pursuant to the Sale Order, upon closing of the sale of the Acquired Assets, all right, title and interest in the Acquired Assets shall be immediately vested in Purchaser free and clear of all liens, claims, interests and encumbrances of any type whatsoever, including, without limitation, any lien granted in favor of Agent:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound. Agent hereby releases any and all of its rights and security interests in and to the Intellectual Properties included in the Acquired Assets. Agent does not hereby release any security interests in the proceeds that result from the sale of the Intellectual Properties pursuant to the Asset Purchase Agreement.

Agent will cooperate with Purchaser regarding the execution and delivery of such other documents reasonably required to give full effect to this Release.

P4824-02377777,03-p/ghampo

Nov 23 05 02:58p Alfred R. Cowger, Jr. +1-570-474-6819

. p . 3

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of this 30th day of July, 1999.

GENERAL ELECTRIC CAPITAL CORPORATION

Title:

Nov 23 05 02:59p Alfred R. Cowger, Jr.

+1-570-474-6819

p.4 r.⊍4

STATE OF Connecticut

SS

COUNTY OF FAIRFIELD:

On this day of July, 1999, before me personally appeared hershall N. Judey. Tr., to me known, who being by me duly sworn, did depose and say that (s) he is the duly authorized signatory of General Electric Capital Corporation, the corporation described in and which executed the foregoing instrument and that (s) he as such duly authorized signatory executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer, being authorized so to do.

Notary-Public

LAUREN C. SATTER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2000

-3-