# **-OP \$215.00 8204**

# 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.		02/28/2006	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

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

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark	
Registration Number:	820431	SCHIAPARELLI	
Registration Number:	426405	SERAPHIQUE	
Registration Number:	344590	SHOCKING	
Registration Number:	415856	SHOCKING RADIANCE	
Registration Number:	820035	SLEEPING	
Registration Number:	422359	SNUFF	
Registration Number:	425686	STRATOSPHERE	
Registration Number:	875325	SHOCKING DE SCHIAPARELLI POUDRE POUF	

# **CORRESPONDENCE DATA**

Fax Number: (714)755-8290

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

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Julie L. Dalke

Address Line 1: 650 Town Center Drive, Suite 2000

TRADEMARK REEL: 003259 FRAME: 0270

900043519

Address Line 4: Costa Mesa, CALIFORNIA 92626			
ATTORNEY DOCKET NUMBER:	038275-0004 (RELEASE)		
NAME OF SUBMITTER:	Anna T. Kwan		
Signature:	/Anna T. Kwan/		
Date:	03/06/2006		
Total Attachments: 5 source=Parfums Release#page1.tif source=Parfums Release#page2.tif source=Parfums Release#page3.tif source=Parfums Release#page4.tif source=Parfums Release#page5.tif			

TRADEMARK REEL: 003259 FRAME: 0271

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of February 28, 2006, 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 December 2005 Credit Agreement (as hereinafter defined), to Parfums Schiaparelli, 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 December 29, 2005 (as amended, supplemented, or otherwise modified from time to time, the "December 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 December 2005 Credit Agreement that the Grantor execute and deliver that certain Guarantee and Collateral Agreement, dated as of December 29, 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 December 29, 2005 (the "Security Agreement"), between the Grantor, the Borrower, Del Professional Products, Inc., Del Pharmaceuticals, 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 January 10, 2006, at Reel 3224, Frame 0289;

WHEREAS, the Borrower has certified to the Administrative Agent that the sale of Parfums Schiaparelli to a third party is in full compliance with the December 2005 Credit Agreement and the other Loan Documents;

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

TRADEMARK REEL: 003259 FRAME: 0272 NOW, THEREFORE, for good and valuable consideration 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Name:

Title:

Nell R. Boylan

Managing Director

# **ACKNOWLEDGMENT**

STATE OF NEW YORK )
COUNTY OF York )  February 127 + n  On , 2006 before me, the undersigned, personally appeared
February 127th
on , 2006 before me, the undersigned, personally appeared
Ze i le Deylah Managina i).
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 canacity(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.
Paris 7 Colda 10.

(signature and office of individual taking) acknowledgment)

EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2006

# SCHEDULE I

# **Trademark Registrations**

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