TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stila Corp.		04/10/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Stila Cosmetics, Inc.
Street Address:	767 5th Avenue
Internal Address:	c/o The Estee Lauder Companies, Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10153
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2257678	ALL OVER SHIMMER
Registration Number:	2583382	AQUA FLAUNT
Registration Number:	2360804	BEAUTY ABC'S
Registration Number:	2783228	BOUQUET DU JOUR
Registration Number:	2931819	BROW POLISH
Registration Number:	2727762	CLEAR COLOR
Registration Number:	2518626	COLOR COURIER
Registration Number:	2483725	COLOR PUSH-UPS
Registration Number:	2358591	CONVERTIBLE COLOR
Registration Number:	2613036	STILA CONVERTIBLE COLOR
Registration Number:	2846840	CONVERTIBLE LASH + LINE
Registration Number:	2738986	CONVERTIBLE LIP COLOR
Registration Number:	2800953	CRÈME BOUQUET

CH $1265.00 2257678

Registration Number:	2244558	
Registration Number:	2244555	
Registration Number:	2392311	
Registration Number:	2244556	
Registration Number:	2244557	
Registration Number:	2282937	EYE ROUGE
Serial Number:	78138262	FIBER OPTICS
Registration Number:	2691289	FLAUNT
Registration Number:	2417833	H2OFF
Registration Number:	2485027	H2OFF
Registration Number:	2631472	STILA ILLUMINATING POWDER FOUNDATION
Registration Number:	2722472	JADE BLOSSOM
Registration Number:	2791832	LASH VISOR
Registration Number:	2961292	MAJOR LASH
Registration Number:	2961487	MIDNIGHT BLOOM
Serial Number:	78621910	STILA MIDNIGHT BLOOM
Registration Number:	2421508	
Registration Number:	2421507	
Registration Number:	2829858	
Registration Number:	2827764	STILA
Registration Number:	2220261	NAIL SHIMMER
Registration Number:	2776092	PIVOTAL SKIN
Registration Number:	2744878	PIVOTAL SUN
Registration Number:	2722583	SKIN VISOR
Registration Number:	2968693	STILA SMUDGE POTS
Registration Number:	2024328	STILA
Registration Number:	2704409	STILA
Registration Number:	2423080	STILA
Registration Number:	2424889	STILA
Registration Number:	2709765	STILA
Registration Number:	2565973	STILA
Registration Number:	2999067	STILA
Registration Number:	2761954	STILA
Registration Number:	2492990	STILA
Registration Number:	2480314	STILA

Registration Number:	2494988	STILA SPORT
Registration Number:	2464351	STILA SUN

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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

Email: melanie.hersh@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Melanie Hersh

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	44090.0036
NAME OF SUBMITTER:	Attorney
Signature:	/Melanie Hersh/
Date:	04/11/2006

Total Attachments: 7

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THE EXERCISE OF REMEDIES WITH RESPECT TO THIS SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT (AS DEFINED HEREIN).

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THE SECURITY AGREEMENT, ANY SUBORDINATION AGREEMENT OR SIMILAR AGREEMENT ENTERED INTO FROM TIME TO TIME BETWEEN STILA CORP., ANY HOLDER OF SUPERIOR DEBT (AS DEFINED IN THE SECURITY AGREEMENT) AND THE SECURED PARTY (AS DEFINED HEREIN).

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2006, by STILA CORP., LLC, a Delaware corporation, ("Grantor"), in favor of STILA COSMETICS, INC., a Delaware corporation (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Grantor has executed that certain Subordinated Promissory Note dated as of the date hereof in favor of the Secured Party (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Subordinated Note"); and

WHEREAS, the Grantor has executed and delivered to the Secured Party, that certain Security Agreement dated as of the date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Subordinated Note the Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Subordinated Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party a subordinated security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks registrations and trademark applications, including those referred to on Schedule I hereto, and all trademark licenses to which Grantor is a party;

(b) all renewals, registrations, continuations and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

STILA CORP., a Delaware corporation

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

STILA COSMETICS, INC.

By: _____
Name:_____
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

On this 10th day of April, 2006 before me personally appeared Joel Killion, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Stila Corp., who being by me duly sworn did depose and say that he is an authorized officer of said entity, that the said instrument was signed on behalf of said entity as authorized by its Board of Directors or Manager and that he acknowledged said instrument to be the free act and deed of said entity.

Lisa J. Shapiro
Notary Public

{seal}

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

STILA CORP., a Delaware corporation

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

STILA COSMETICS, INC.

By: _____
Name: Patrick Bonsquet-Chavanne
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Pending and Registered Marks

TrademarkName	ApplNumber	RegNumber	CountryName
ALL OVER SHIMMER	75/278,544	2257678	United States of America
ALL OVER SHIMMER New Stars Design w/ STILA	78/628,857		United States of America
AQUA FLAUNT	76/056,876	2583382	United States of America
BEAUTY ABC'S	75/565,000	2,360,804	United States of America
BOUQUET DU JOUR	78/121,024	2783228	United States of America
BROW POLISH	78/244,873	2931819	United States of America
CLEAR COLOR	76/196,196	2727762	United States of America
COLOR COURIER	75/943,772	2518626	United States of America
COLOR PUSH-UPS	75/922,137	2483725	United States of America
CONVERTIBLE COLOR	75/545,462	2358591	United States of America
CONVERTIBLE COLOR & DESIGN w/ STILA	75/681,694	2613036	United States of America
CONVERTIBLE LASH + LINE	78/214,493	2846840	United States of America
CONVERTIBLE LIP COLOR	78/069,116	2738986	United States of America
CREME BOUQUET	76/339,947	2800953	United States of America
DESIGN ONLY (ALL OVER SHIMMER STARS W/ COLOR)	75/441,950	2244558	United States of America
DESIGN ONLY (ALL OVER SHIMMER STARS)	75/441,823	2244555	United States of America
DESIGN ONLY (BRONZING POWDER DESIGN-SUN & GIRL)	75/681,693	2392311	United States of America
DESIGN ONLY (LIP GLOSS LIPS DESIGN W/ COLOR)	75/441,824	2244556	United States of America
DESIGN ONLY (LIP GLOSS LIPS DESIGN)	75/441,825	2244557	United States of America
EYE ROUGE	75/476,735	2282937	United States of America
FIBER OPTICS	78/138262		United States of America
FLAUNT	75/738,508	2691289	United States of America
FLORAL-VINE EMBOSSED COMPACT DESIGN w/ STILA	78/608,734		United States of America
H2OFF	75/314,936	2417833	United States of America
H2OFF	76/098,290	2485027	United States of America
ILLUMINATING POWDER FOUNDATION w/ STILA	76/347,329	2631472	United States of America
IT GLOSS w/ STILA	78/559,618		United States of America
JADE BLOSSOM	76/339,946	2722472	United States of America
LASH BOOST	78/559,057		United States of America
LASH POLISH	78/559,073		United States of America
LASH VISOR	76/097,718	2791832	United States of America
MAJOR LASH	78/304,172	2961292	United States of America
MAJOR LINE	78/304,038		United States of America
MANDARIN BLOOM	78/223,644		United States of America
MIDNIGHT BLOOM	78/344,956	2961487	United States of America

TrademarkName	ApplNumber	RegNumber	CountryName
MIDNIGHT BLOOM MOON & STARS DESIGN	78/621,910		United States of America
MISCELLANEOUS DESIGN (FLAUNT/DRESSED)	75/934,454	2421508	United States of America
MISCELLANEOUS DESIGN (FLAUNT/UNDRESSED/BIKINI)	75/934,453	2421507	United States of America
MISCELLANEOUS DESIGN OF SILHOUETTES	78/164,944	2829858	United States of America
MISCELLANEOUS DESIGN OF SILHOUETTES W/ STILA	78/164,940	2827764	United States of America
NAIL SHIMMER	75/353,622	2220261	United States of America
PETAL INFUSIONS	78/379,181		United States of America
PIVOTAL SKIN	76/056,439	2776092	United States of America
PIVOTAL SUN	78/051,971	2744878	United States of America
SKIN VISOR	78/049,222	2722583	United States of America
SMUDGE POTS W/STILA	78/347,702	2968693	United States of America
STILA	74/540,783	2024328	United States of America
STILA	76/417925	2704409	United States of America
STILA	75/818,265	2423080	United States of America
STILA	75/818,567	2424889	United States of America
STILA	76/056,437	2709765	United States of America
STILA	75/981,589	2565973	United States of America
STILA	76/417,925	2704409	United States of America
STILA	78/324,604	2999067	United States of America
STILA & MISCELLANEOUS DESIGN (Face and Hand)	78/182,789	2761954	United States of America
STILA & DESIGN (NEW COMPACT DESIGN)	75/497,829	2492990	United States of America
STILA (and DESIGN)	75/498,153	2480314	United States of America
STILA SPORT	75/859,799	2494988	United States of America
STILA STUDIO	78/827183		United States of America
STILA STUDIO	78/095,734		United States of America
STILA SUN	75/654,241	2464351	United States of America
THE LOOK OF SKIN IS IN	78/135,758		United States of America