

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank:

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	2257678	ALL OVER SHIMMER
Serial Number:	78628857	STILA
Registration Number:	2583382	AQUA FLAUNT
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
Serial Number:	78285544	CONFECTIONS
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

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Registration Number:	2244558	
Registration Number:	2244555	
Registration Number:	2392311	
Registration Number:	2244556	
Registration Number:	2244557	
Registration Number:	2282937	EYE ROUGE
Registration Number:	2691289	FLAUNT
Serial Number:	78608734	STILA
Registration Number:	2417833	H2OFF
Registration Number:	2485027	H2OFF
Registration Number:	2631472	STILA ILLUMINATING POWDER FOUNDATION
Serial Number:	78559618	STILA IT GLOSS
Registration Number:	2722472	JADE BLOSSOM
Serial Number:	78559057	LASH BOOST
Serial Number:	78559517	LASH GLOSS
Serial Number:	78559073	LASH POLISH
Registration Number:	2791832	LASH VISOR
Registration Number:	2961292	MAJOR LASH
Serial Number:	78304038	MAJOR LINE
Serial Number:	78223644	MANDARIN BLOOM
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
Serial Number:	78379181	PETAL INFUSIONS
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:	2423080	STILA
Registration Number:	2424889	STILA

Registration Number:	2709765	STILA
Registration Number:	2565973	STILA
Registration Number:	2704409	STILA
Serial Number:	78324604	STILA
Registration Number:	2761954	STILA
Registration Number:	2492990	STILA
Registration Number:	2480314	STILA
Registration Number:	2494988	STILA SPORT
Serial Number:	78095734	STILA STUDIO
Registration Number:	2464351	STILA SUN
Serial Number:	78135758	THE LOOK OF SKIN IS IN

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-6371
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38233-198 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	04/14/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2006, by STILA CORP., a Delaware corporation, ("Grantor"), in favor of BANK OF MONTREAL ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Bank of Montreal Loan Authorization Agreement dated as of the date hereof by and among Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantor;

WHEREAS, in order to induce the Lender to make the Loans as provided for in the Loan Agreement, the Grantor has executed and delivered to Lender, for the benefit of Lender, 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 Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender a continuing first priority 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 trademark 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, 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.

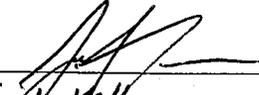
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect 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.

GRANTOR:

STILA CORP., a Delaware corporation

By: 
Name: Joel Millian
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL

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

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.

GRANTOR:

STILA CORP., a Delaware corporation

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL

By: Denise R. Sidlo

Name: DENISE SIDLO

Title: Its Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Name	Application Number	Registration Number
ALL OVER SHIMMER	75/278,544	2257678
ALL OVER SHIMMER New Stars Design w/ STILA	78/628,857	
AQUA FLAUNT	76/056,876	2583382
BOUQUET DU JOUR	78/121,024	2783228
BROW POLISH	78/244,873	2931819
CLEAR COLOR	76/196,196	2727762
COLOR COURIER	75/943,772	2518626
COLOR PUSH-UPS	75/922,137	2483725
CONFECTIONS	78/285,544	
CONVERTIBLE COLOR	75/545,462	2358591
CONVERTIBLE COLOR & DESIGN w/ STILA	75/681,694	2613036
CONVERTIBLE LASH + LINE	78/214,493	2846840
CONVERTIBLE LIP COLOR	78/069,116	2738986
CREME BOUQUET	76/339,947	2800953
DESIGN ONLY (ALL OVER SHIMMER STARS W/ COLOR)	75/441,950	2244558
DESIGN ONLY (ALL OVER SHIMMER STARS)	75/441,823	2244555
DESIGN ONLY (BRONZING POWDER DESIGN-SUN & GIRL)	75/681,693	2392311
DESIGN ONLY (LIP GLOSS LIPS DESIGN W/ COLOR)	75/441,824	2244556
DESIGN ONLY (LIP GLOSS LIPS DESIGN)	75/441,825	2244557
EYE ROUGE	75/476,735	2282937
FLAUNT	75/738,508	2691289
FLORAL-VINE EMBOSSED COMPACT DESIGN w/ STILA	78/608,734	
H2OFF	75/314,936	2417833
H2OFF	76/098,290	2485027
ILLUMINATING POWDER FOUNDATION w/ STILA	76/347,329	2631472
IT GLOSS w/ STILA	78/559,618	
JADE BLOSSOM	76/339,946	2722472
LASH BOOST	78/559,057	
LASH GLOSS	78/559,517	
LASH POLISH	78/559,073	
LASH VISOR	76/097,718	2791832
MAJOR LASH	78/304,172	2961292
MAJOR LINE	78/304,038	
MANDARIN BLOOM	78/223,644	
MIDNIGHT BLOOM	78/344,956	2961487
MIDNIGHT BLOOM MOON & STARS DESIGN	78/621,910	
MISCELLANEOUS DESIGN (FLAUNT/DRESSED)	75/934,454	2421508

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