

03-17-2000



101291864

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/15/2000 DC0ATES 00000126 74152078
 01 FC:481
 02 FC:482
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 FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s) See Attached

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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Michael L. Dornbaum



2/25/00

Name of Person Signing

Signature

Date Signed

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Class	Serial No	App Date	Reg No.	Reg Date	Exp Date	Status
ACNEGENE	5			722773	10/17/61	10/17/01	Renewed 1981 (S)
ARTHRICARE	5	74152,070	3/28/91	1793360	9/21/93	9/21/03	Registered (P)
AURO	5			1236010	5/3/83	5/3/03	Registered (P)
AURO-DRI	5	609,873	7/17/86	1430843	3/3/87	3/3/07	Registered (P)
BABY ORAJEL	5			1168895	9/15/81	9/15/01	Registered (P)
BANDAMYCIN	5			731052	5/8/62	5/8/02	Renewed 1982 (P)
BARC	5			954897	3/13/73	3/13/03	Registered (P)
BLIS (DESIGN)	5			1267637	2/21/84	2/21/04	Registered (P)
BOIL EASE	5			771406	6/16/64	6/16/04	Renewed 1984 (P)
DENTURE ORAJEL	5	75184,494	10/21/96	2219413	1/19/99	1/19/09	Registered
DERMAREST				1499210	8/9/88	8/9/08	Registered
DETANE	5			932502	4/18/72	4/18/02	Registered (P)
DIAPER GUARD				1500148	8/16/88	8/16/08	Registered
DIDELAMINE	5			932501	4/18/72	4/18/02	Registered (P)
DONT	5			705162	10/4/60	10/4/00	Renewed 1980 (P)
DOUBLE ICE				1649124	6/25/91	6/25/01	Sect 8 & 15 filed 10/96
DRICORT	5			1749219	1/26/93	2/26/03	Sect 8 & 15 filed 4/98
EXOCAINE				1817698	1/25/94	1/25/04	Sect 8 & 15 filed 8/99
FIRST CARE	5	75/852,365	11/19/99				Pending
OCU-BATH	5	275,638	7/10/67	857383	9/24/68	9/24/08	Renewed 9/88
OCU-DROP	5	275,637	7/10/67	855439	8/27/68	8/27/08	Renewed 8/88
OFF-EZY	5	71/655,891	11/5/53	592383	7/13/54	7/13/04	Renewed 7/94
OFF-EZY (DESIGN)				1259783	12/6/83	12/6/03	Registered
ORADEX-C	5	72/410,260	12/15/71	953499	2/20/73	2/20/03	Renewed 2/93
ORAJEL	5			1166935	9/1/81	9/1/01	Registered (P)
ORAJEL BRACE-AID	5			1281248	6/12/84	6/12/04	Registered (P)
ORAJEL COVERMED	5	74/540,053	6/20/94	1967370	4/9/96	4/9/06	Registered (P)
ORAJEL GOLD	3	75/977,032	8/19/96	2159753	5/19/98	5/19/08	Registered
ORAJEL MOUTH-AID	5			1320331	2/19/85	2/19/05	Registered (P)
ORAJEL P.M.	5	75/050,885	1/29/96	2058425	4/29/97	4/29/07	Registered
PERIOSEPTIC	5			1854017	9/13/94	9/13/04	Sect 8 & 15 filed 10/99
POROX 7	5			1183432	12/29/81	12/29/01	Registered (P)
PRONTO (#1)				1345457	7/2/85	7/2/05	Registered
PRONTO (#2)				1441745	6/9/87	6/9/07	Registered
PROPA P.H.				775933	8/25/64	8/25/04	Renewed 1984 (P)
PROPA P.H. (LOGO) (#1)	3, 5	74/646,621	3/14/95	2061952	5/13/97	5/13/07	Registered (P)
PROPA P.H. (LOGO) (#2)				1230798	3/15/83	3/15/03	Registered (P)
RECOVER	3			883021	12/23/69	12/23/09	Renewed 12/99 (P)
SKIN SHIELD	5						App. Submitted to PTO 2
STY AID	5			1253546	10/11/83	10/11/03	Registered (P)

Trademark	Class	Serial No	App Date	Reg No.	Reg Date	Exp Date	Status
STYEASE	5			1253547	10/11/83	10/11/03	Registered (P)
STYEZE	5			1253548	10/11/83	10/11/03	Registered (P)
STYGIENE	5			1805077	11/16/93	11/16/03	Sect 8 & 15 filed 5/99
STYOXIDE	5			1255060	10/25/83	10/11/03	Registered (P)
TANAC	5			867071	3/25/69	3/25/09	Registered (P)
TRIALKA				793582	8/3/65	8/3/05	Registered
TRIPTONE	5			647728	7/2/57	7/2/07	Renewed 7/97
VIGANIC				948185	12/5/72	12/5/02	Registered

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is entered into as of this 25th day of February, 2000, between **DEL PHARMACEUTICALS, INC.** (the "Assignor" or the "Company"), a Delaware corporation having a mailing address at 178 EAB Plaza, Uniondale, New York 11556 and **THE CHASE MANHATTAN BANK** ("Chase"), in its capacity as Collateral Agent (the "Assignee" or the "Collateral Agent") for The Chase Manhattan Bank, as the agent under the Credit Agreement described below (together with its permitted successors, transferees and assigns, the "Agent"), for each of the lenders which is a party to the Credit Agreement and each lender which may, after the date of this Agreement, become a party to the Credit Agreement (together with their permitted successors, transferees and assigns, the "Lenders") and for each of the Noteholders (as defined in the Intercreditor Agreement) (together with their permitted successors, transferees and assigns, the "Noteholders") (the Lenders and the Noteholders, collectively, the "Secured Parties").

WHEREAS:

A. Pursuant to the Amended and Restated Loan Agreement, dated as of February 25, 2000 (as such may be amended, restated, refinanced, replaced, renewed, modified or otherwise supplemented from time to time, the "Loan Agreement"), entered into by Del Laboratories, Inc. (the "Borrower"), Del Pharmaceuticals, Inc. ("DPI"), Parfums Schiaparelli, Inc. ("Parfums"), Royce & Rader, Inc. ("Royce") and 565 Broad Hollow Realty Corp. ("565") (DPI, Parfums, Royce and 565 collectively, the "Guarantors"), with the Noteholders, the Noteholders have amended and restated the Loan Agreement dated as of May 26, 1993, as amended, under and pursuant to which the Noteholders have purchased \$40,000,000 9.5% Senior Notes, Due May 31, 2005 (collectively, the "Senior Notes") from the Company;

B. The Borrower, the Company and the other Guarantors have entered into that certain Amended and Restated Loan Agreement, dated February 25, 2000 (as such may be amended, restated, refinanced, replaced, renewed, modified or otherwise supplemented from time to time, the "Credit Agreement"), with the Lenders and the Agent, pursuant to which the Lenders are providing to the Borrower various credit facilities;

C. The obligations of the Borrower to the Noteholders under the Loan Agreement and under the Senior Note Documents (as defined in the Intercreditor Agreement) including, without limitation, the obligations evidenced by the Senior Notes, and the obligations of the Borrower to the Lenders under the Credit Agreement and under the loan documents relating thereto including, without limitation, the obligations evidenced by the promissory notes issued under the Credit Agreement (together with amendments, modifications, and replacements thereof, the "Credit Agreement Notes") are to be secured pari passu pursuant to this Agreement and a certain Security Agreement of even date herewith between the Collateral Agent and the Company (the "Security Agreement"), and pursuant to the Intercreditor Agreement (as defined herein), the Noteholders, the Agent and the Lenders have appointed Chase as Collateral Agent to act on their behalf regarding the Collateral (as hereinafter defined); and

D. Assignor wishes to grant further collateral security and assurance to the Assignee and the other Secured Parties in order to secure the performance by Assignor of the Obligations (as defined herein), and to that effect Assignor agrees to collaterally assign to Assignee certain tradenames and trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. As used in this Agreement, the following term shall have the following meaning:

"Obligations" shall mean any and all liabilities and obligations of the Company to the Collateral Agent, the Agent and the Secured Parties of every kind whether arising under this Agreement, the Loan Agreement, the Senior Notes, the Credit Agreement Notes, the Credit Agreement, the Joint Guaranty, the Guaranties or any of the agreements, instruments and documents executed in connection herewith or therewith (including, without limitation, any and all costs and reasonable attorneys' fees incurred by the Collateral Agent, the Agent or any of the Secured Parties in the collection, whether by suit or by any other means of any of such Obligations hereunder or thereunder) and any amendment, modification, extension or renewal of any of the foregoing. The Obligations shall include interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganization proceeding in respect of the Company or any guarantor of the Obligations whether or not such interest is an allowable claim in any such proceeding and irrespective of the discharge or release of the Company or any other guarantor in such proceeding.

"Intercreditor Agreement" shall mean that certain Intercreditor Agreement dated of even date herewith among each of the Secured Parties, the Agent and the Collateral Agent relating to the relative interests of such parties in and to the Collateral and the distribution of proceeds thereof.

2. To secure the complete and timely satisfaction of all Obligations, Assignor hereby grants, assigns and conveys to Assignee a continuing security interest in and to the trademarks and trademark applications and tradenames and tradename applications listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits thereon), claims for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and all trademarks and applications for trademarks and all tradenames and applications for tradenames of Assignor hereafter filed or acquired, together with all goodwill associated with any and all of the foregoing and all proceeds of any and all of the foregoing (collectively called the "Collateral" or the "Trademarks").

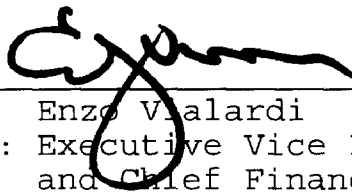
3. This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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.

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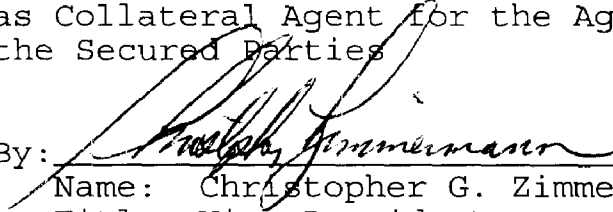
4. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under paragraph 2 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

DEL PHARMACEUTICALS, INC.

By: 
Name: Enzo Vialardi
Title: Executive Vice President
and Chief Financial Officer

THE CHASE MANHATTAN BANK,
as Collateral Agent for the Agent and
the Secured Parties

By: 
Name: Christopher G. Zimmermann
Title: Vice President

STATE OF NEW YORK
COUNTY OF NASSAU ss.:

On the 24th day of February, in the year 2000 before me, the undersigned, a notary public in and for said State, personally appeared Enzo Vialardi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lois von Buelow

Notary Public

LOIS VON BUELOW
Notary Public, State of New York
No. 5002511
Qualified in Nassau County
Commission Expires October 5, 2000

STATE OF NEW YORK
COUNTY OF NASSAU ss.:

On the 24th day of February, in the year 2000 before me, the undersigned, a notary public in and for said State, personally appeared Christopher G. Zimmermann, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lois von Buelow

Notary Public

LOIS VON BUELOW
Notary Public, State of New York
No. 5002511
Qualified in Nassau County
Commission Expires October 5, 2000

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