

12-27-2001

COVER SHEET  
JULY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



Tab settings     ▼

To the Honorable Commission

101925584

with the attached original documents or copy thereof.

10/27/01

1. Name of conveying party(ies):

Mary Kay Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Guarantee and Collateral Agreement
- Merger
- Change of Name

Execution Date: October 3, 2001

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston

Internal Address: \_\_\_\_\_

Street Address: 11 Madison Avenue

City: New York State: NY ZIP: 10010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 400 Seventh Street, N.W.

Suite 101

City: Washington State: DC ZIP: 20004

12/28/2001 DBYRNE 00000001 1312253

6. Total number of applications and registrations involved: 216

7. Total fee (37 CFR 3.41).....\$ 5415<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481  
02 FC:482

40.00 OP  
5375.00 OP

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.

Maha Hussain

Name of Person Signing

Signature

December 18, 2001

Date

Total number of pages including cover sheet, attachments, and document:   

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002406 FRAME: 0318

**SCHEDULE III**  
to the  
**Guarantee and Collateral Agreement—Cont.**

**Mary Kay U.S. Trademark Registrations**

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
2,480,951	08/21/01	United States	WORRIES AWAY CARE PACKAGE	3	REGISTERED	MARY KAY INC.
2,476,755	8/7/01	United States	RENEW YOU CARE PACKAGE	3	REGISTERED	MARY KAY INC.
2,474,562	7/31/01	United States	REFRESH ZING CARE PACKAGE	3	REGISTERED	MARY KAY INC.
2,474,560	7/31/01	United States	MARY KAY SPOT SOLUTION	3	REGISTERED	MARY KAY INC.
2,462,834	6/19/01	United States	COLOR EDITION	3, 18	REGISTERED	MARY KAY INC.
2,462,010	6/19/01	United States	CALMING INFLUENCE	3	REGISTERED	MARY KAY INC.
2,446,659	04/24/01	United States	ELIGE	3	REGISTERED	MARY KAY INC.
2,444,748	4/17/01	United States	IN A FLASH	3	REGISTERED	MARY KAY INC.
2,444,623	4/17/01	United States	INNER YOU	25	REGISTERED	MARY KAY INC.
2,439,262	3/27/01	United States	LIVING MY LIFE	3	REGISTERED	MARY KAY INC.
2,432,285	2/27/01	United States	WONDERFUL	3	REGISTERED	MARY KAY INC.
2,430,344	2/20/01	United States	BELARA	3	REGISTERED	MARY KAY INC.
2,430,266	2/20/01	United States	SPEED SET	3	REGISTERED	MARY KAY INC.
2,423,744	1/23/01	United States	DAILY BENEFITS FOR WOMEN	5	REGISTERED	MARY KAY INC.
2,422,514	1/23/01	United States	NUTRINEWAL	3	REGISTERED	MARY KAY INC.
2,419,664	1/9/01	United States	SIN UNA PALABRA, SE SIENTE TU PRESENCIA	3	REGISTERED	MARY KAY INC.
2,414,631	12/19/00	United States	TIMWISE	3	REGISTERED	MARY KAY INC.
2,405,934	11/21/00	United States	DAILY BENEFITS FOR MEN	5	REGISTERED	MARY KAY INC.
2,402,714	11/7/00	United States	NO APPOINTMENT NECESSARY	3, 42	REGISTERED	MARY KAY INC.
2,402,528	11/7/00	United States	SILVER WINGS & HEART DESIGN	14, 36	REGISTERED	MARY KAY INC.
2,391,791	10/3/00	United States	JOURNEY	3	REGISTERED	MARY KAY INC.
2,386,279	9/12/00	United States	CREATING A BETTER BALANCED LIFE!	16	REGISTERED	MARY KAY INC.
2,384,691	9/12/00	United States	MKIMPRESSIONS	16, 21, 25	REGISTERED	MARY KAY INC.
2,378,129	8/15/00	United States	DOMAIN	3	REGISTERED	MARY KAY INC.
2,375,896	8/8/00	United States	TERME D'ISOLA	3	REGISTERED	MARY KAY INC.
2,373,600	8/1/00	United States	SALON DIRECT	3	REGISTERED	MARY KAY INC.
2,363,687	7/4/00	United States	POWER HOUR	9	REGISTERED	MARY KAY INC.
2,363,342	6/27/00	United States	SIN UNA PALABRA, SE SIENTE TU PRESENCIA	3	REGISTERED	MARY KAY INC.
2,355,505	6/6/00	United States	INSURANCE CONNECTIONS	41	REGISTERED	MARY KAY INC.
2,307,945	1/11/00	United States	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
2,303,682	12/28/99	United States	PERFECT SURFACE	3	REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
2.293,707	11/16/99	United States	WITHOUT A WORD, YOU MAKE YOUR PRESENCE KNOWN	3	REGISTERED	MARY KAY INC.
2.293,575	11/16/99	United States	NUTRITION MANAGEMENT TO FIT YOUR LIFESTYLE	5	REGISTERED	MARY KAY INC.
2.290,670	11/2/99	United States	OIL RELIEF	3	REGISTERED	MARY KAY INC.
2.276,411	9/7/99	United States	LA VIDA ES TUYA PARA EXPLORARLA	3	REGISTERED	MARY KAY INC.
2.269,450	8/10/99	United States	WOMEN AND SUCCESS	16	REGISTERED	MARY KAY INC.
2.250,628	6/1/99	United States	JOURNEY	3	REGISTERED	MARY KAY INC.
2.250,529	6/1/99	United States	BALANCED RESPONSE	3	REGISTERED	MARY KAY INC.
2.246,482	5/18/99	United States	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD	35, 41, 42	REGISTERED	MARY KAY INC.
2.238,356	4/13/99	United States	SILVER WINGS DESIGN	36	REGISTERED	MARY KAY INC.
2.236,897	4/6/99	United States	XO	3	REGISTERED	MARY KAY INC.
2.225,749	2/23/99	United States	FLORAL DESIGN	14	REGISTERED	MARY KAY INC.
2.211,939	12/15/98	United States	ELIGE	3	PENDING APPLICATION	MARY KAY INC.
2.200,018	10/27/98	United States	CONNECTIONSPPLUS (STYLIZED)	16	REGISTERED	MARY KAY INC.
2.195,444	10/13/98	United States	TENDER POWER	35, 41	REGISTERED	MARY KAY INC.
2.186,493	09/01/98	United States	MK	9, 16, 18, 25	REGISTERED	MARY KAY INC.
2.186,493	9/1/98	United States	MK CREST DESIGN	9, 16, 18, 25	REGISTERED	MARY KAY INC.
2.179,815	08/11/98	United States	FACE A FACE	3	REGISTERED	MARY KAY INC.
2.161,055	5/26/98	United States	LOGOCONNECTION	25	REGISTERED	MARY KAY INC.
2.159,754	5/19/98	United States	JOURNEY	3	REGISTERED	MARY KAY INC.
2.157,564	5/12/98	United States	LIFE IS YOURS TO EXPLORE	3	REGISTERED	MARY KAY INC.
2.155,811	5/5/98	United States	EYESICLES	3	REGISTERED	MARY KAY INC.
2.138,670	2/24/98	United States	DESIGN ONLY	21	REGISTERED	MARY KAY INC.
2.138,669	2/24/98	United States	MARY KAY	21	REGISTERED	MARY KAY INC.
2.122,018	12/16/97	United States	MARY KAY INTOUCH	9	REGISTERED	MARY KAY INC.
2.115,974	11/25/97	United States	MKCONNECTIONS	35	REGISTERED	MARY KAY INC.
2.105,825	10/14/97	United States	IN	16	REGISTERED	MARY KAY INC.
2.088,644	8/19/97	United States	MARY KAY	35	REGISTERED	MARY KAY INC.
2.084,432	7/29/97	United States	WHEN YOU FEEL GREAT IT SHOWS	5	REGISTERED	MARY KAY INC.
2.080,752	7/22/97	United States	DESIGN ONLY	35	REGISTERED	MARY KAY INC.
2.070,487	6/10/97	United States	SHEER SENSATION	3	REGISTERED	MARY KAY INC.
2.065,932	5/27/97	United States	UNLIMITED OPTIONS	3	REGISTERED	MARY KAY INC.
2.064,134	5/20/97	United States	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
2.044,540	3/11/97	United States	COLORSELECT	42	REGISTERED	MARY KAY INC.
2.039,509	2/18/97	United States	PURE BLISS	3, 4	REGISTERED	MARY KAY INC.
2.034,548	1/28/97	United States	STRESS FREE	3, 4	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
2,030,925	1/14/97	United States	TARGETED BEAUTY NUTRIENT COMPLEX	5	REGISTERED	MARY KAY INC.
2,029,222	1/7/97	United States	MARY KAY	9	REGISTERED	MARY KAY INC.
2,027,729	12/31/96	United States	DESIGN ONLY	9	REGISTERED	MARY KAY INC.
2,024,654	12/17/96	United States	INSTANT-ACTION	3	REGISTERED	MARY KAY INC.
2,019,851	11/26/96	United States	MARY KAY	5	REGISTERED	MARY KAY INC.
2,011,087	10/22/96	United States	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
1,997,169	8/27/96	United States	MARY KAY	16	REGISTERED	MARY KAY INC.
1,982,561	6/25/96	United States	CARA A CARA	16, 42	REGISTERED	MARY KAY INC.
1,980,767	6/18/96	United States	MK (OneWrite)	16	REGISTERED	MARY KAY INC.
1,979,746	6/11/96	United States	MARY KAY	21	REGISTERED	MARY KAY INC.
1,975,356	5/21/96	United States	MKCONNECTIONS	36	REGISTERED	MARY KAY INC.
1,956,117	2/13/96	United States	COLOR SHIELD	3	REGISTERED	MARY KAY INC.
1,946,965	1/9/96	United States	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
1,929,098	10/24/95	United States	SKIN REVIVAL	3	REGISTERED	MARY KAY INC.
1,842,599	7/5/94	United States	MARY KAY	3,8,9,16,21	REGISTERED	MARY KAY INC.
1,776,847	6/15/93	United States	FACE TO FACE	42	REGISTERED	MARY KAY INC.
1,723,148	10/13/92	United States	EXQUISITE	3	REGISTERED	MARY KAY INC.
1,709,077	8/18/92	United States	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
1,680,937	3/31/92	United States	ANGELFIRE (SCRIPT)	3	REGISTERED	MARY KAY INC.
1,632,106	1/22/91	United States	DESIGN ONLY	3	REGISTERED	MARY KAY INC.
1,628,275	12/18/90	United States	MARY KAY (NEW LOGO)	16	REGISTERED	MARY KAY INC.
1,582,017	2/6/90	United States	SKIN WELLNESS	42	REGISTERED	MARY KAY INC.
1,545,983	7/4/89	United States	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
1,543,502	6/13/89	United States	ENTERATE (STYLIZED)	16	REGISTERED	MARY KAY INC.
1,543,186	6/13/89	United States	TRIBUTE	3	REGISTERED	MARY KAY INC.
1,513,319	11/22/88	United States	MARY KAY	5	REGISTERED	MARY KAY INC.
1,494,750	7/5/88	United States	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
1,485,876	4/26/88	United States	PREMONITION	3	REGISTERED	MARY KAY INC.
1,484,924	4/19/88	United States	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
1,436,929	4/14/87	United States	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
1,423,829	1/6/87	United States	SEASONS BEST	16	REGISTERED	MARY KAY INC.
1,379,981	1/28/86	United States	QUATTRO	3	REGISTERED	MARY KAY INC.
1,332,088	4/23/85	United States	VIP AND DESIGN	16	REGISTERED	MARY KAY INC.
1,332,087	4/23/85	United States	CHALLENGER	16	REGISTERED	MARY KAY INC.
1,323,981	3/12/85	United States	FACE TO FACE (w/ FACE DESIGN)	3	REGISTERED	MARY KAY INC.
1,312,253	1/1/85	United States	MARY KAY	14	REGISTERED	MARY KAY INC.
1,301,795	10/23/84	United States	MARY KAY	25	REGISTERED	MARY KAY INC.
1,287,547	7/31/84	United States	CALAIS	3	REGISTERED	MARY KAY INC.



Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
1,286,074	7/17/84	United States	BEAUTY BLOTTERS	24	REGISTERED	MARY KAY INC.
1,282,453	6/19/84	United States	LEAD TIMES	16	REGISTERED	MARY KAY INC.
1,277,680	5/15/84	United States	TAMERISK	3	REGISTERED	MARY KAY INC.
1,264,181	1/17/84	United States	APPLAUSE	16	REGISTERED	MARY KAY INC.
1,252,648	10/4/83	United States	ACAPELLA	3	REGISTERED	MARY KAY INC.
1,242,880	6/21/83	United States	MARY KAY	21	REGISTERED	MARY KAY INC.
1,240,776	6/7/83	United States	PALATINO	3	REGISTERED	MARY KAY INC.
1,239,101	04/24/83	United States	GREAT FASHION FORECAST	3	REGISTERED	MARY KAY INC.
1,236,971	5/10/83	United States	SOUVENIR	3	REGISTERED	MARY KAY INC.
1,235,131	4/19/83	United States	SILVERTON	3	REGISTERED	MARY KAY INC.
1,235,130	4/19/83	United States	LAREDO	3	REGISTERED	MARY KAY INC.
1,234,618	4/12/83	United States	MARY KAY	18	REGISTERED	MARY KAY INC.
1,228,073	2/22/83	United States	AVENIR	3	REGISTERED	MARY KAY INC.
1,221,664	12/28/82	United States	MARY KAY	16	REGISTERED	MARY KAY INC.
1,216,249	11/9/82	United States	FASHION FORECAST	16	REGISTERED	MARY KAY INC.
1,215,869	11/9/82	United States	MARY KAY	20	REGISTERED	MARY KAY INC.
1,215,807	11/9/82	United States	MARY KAY	16	REGISTERED	MARY KAY INC.
1,208,283	9/14/82	United States	MARY KAY STYLIZED	16	REGISTERED	MARY KAY INC.
1,207,488	9/7/82	United States	THAT'S THE BEAUTY OF MARY KAY	35	REGISTERED	MARY KAY INC.
1,148,597	03/24/91	United States	MK	3	REGISTERED	MARY KAY INC.
1,148,574	3/24/81	United States	ANGELFIRE (OLD SCRIPT LOGO)	3	REGISTERED	MARY KAY INC.
1,148,571	3/24/81	United States	ANGELFIRE	3	REGISTERED	MARY KAY INC.
1,143,838	12/23/80	United States	GENJI	3	REGISTERED	MARY KAY INC.
1,139,353	09/09/80	United States	RAZ	3	REGISTERED	MARY KAY INC.
1,139,350	09/09/80	United States	CROSSFIRE	3	REGISTERED	MARY KAY INC.
1,070,841	8/9/77	United States	MARY KAY	3	REGISTERED	MARY KAY INC.
1,001,413	1/14/75	United States	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
1,001,323	1/7/75	United States	EXQUISITE	3	REGISTERED	MARY KAY INC.
954,597	3/6/73	United States	INTRIGUE	3	REGISTERED	MARY KAY INC.
817,516	10/25/66	United States	MARY KAY STYLIZED	3	REGISTERED	MARY KAY INC.

**SCHEDULE III**  
to the  
**Guarantee and Collateral Agreement—Cont.**

**Mary Kay U.S. Trademark Registration Applications**

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
76/299,744	08/15/01	United States	PARTNERSHIPS OF THE HEART	16, 35, 36	PENDING APPLICATION	MARY KAY INC.
76/299,743	08/15/01	United States	SURFMK (DESIGN)	42	PENDING APPLICATION	MARY KAY INC.
76/299,742	08/15/01	United States	PARTNERSHIPS OF THE HEART DESIGN	16, 35, 36	PENDING APPLICATION	MARY KAY INC.
76/299,040	08/13/01	United States	MKETOUGH (DESIGN)	38	PENDING APPLICATION	MARY KAY INC.
76/299,039	08/13/01	United States	MKETOUGH	38	PENDING APPLICATION	MARY KAY INC.
76/283,613	07/12/01	United States	MAKE IT MATTER	3	PENDING APPLICATION	MARY KAY INC.
76/278,794	06/29/01	United States	SURFMK	42	PENDING APPLICATION	MARY KAY INC.
76/259,699	05/21/01	United States	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
76/259,698	05/21/01	United States	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
76/252,706	05/05/01	United States	MARKETPLACE OF THE HEART	16, 35, 36	PENDING APPLICATION	MARY KAY INC.
76/252,704	05/05/01	United States	MARY KAY DIRECTORY ADVERTISING (design)	35	PENDING APPLICATION	MARY KAY INC.
76/250,383	05/01/01	United States	NOTE WORTHY CARE PACKAGE	16	PENDING APPLICATION	MARY KAY INC.
76/242,268	04/17/01	United States	BREAK THE SILENCE ON VIOLENCE AGAINST WOMEN	9, 16, 25, 36, 42	PENDING APPLICATION	MARY KAY INC.
76/234,597			DESIGN ONLY	9, 35, 36	PENDING APPLICATION	MARY KAY INC.
76/234,596	04/03/01	United States	MARKETPLACE OF THE HEART: HELPING OTHERS WHILE YOU SAVE	16, 35, 36	PENDING APPLICATION	MARY KAY INC.
76/192,864	1/10/01	United States	FLORAL DESIGN	3, 16, 18, 21	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
76/185,020	08/21/01	United States	GET MOVING CARE PACKAGE	28	PENDING APPLICATION	MARY KAY INC.
76/178,543	12/11/00	United States	BREAK THE SILENCE	9, 16, 25, 42	PENDING APPLICATION	MARY KAY INC.
76/178,437	12/11/00	United States	BALANCING ACT POWER NUGGETS	30	PENDING APPLICATION	MARY KAY INC.
76/154,264	10/26/00	United States	TOUCH THE PERSON YOU LOVE	35, 42	PENDING APPLICATION	MARY KAY INC.
76/143,078	10/06/00	United States	DESCUBRIMIENTO. DEVOCION. DIRECCION.	3	PENDING APPLICATION	MARY KAY INC.
76/115,470	08/24/00	United States	EXPRESSENCE	3	PENDING APPLICATION	MARY KAY INC.
76/096,980	11/03/99	United States	DISCOVERY. DEVOTION. DIRECTION.	3	PENDING APPLICATION	MARY KAY INC.
76/091,512	07/19/00	United States	CRAVE	3	PENDING APPLICATION	MARY KAY INC.
76/091,511	7/19/00	United States	INDULGE	3	PENDING APPLICATION	MARY KAY INC.
76/090,436	07/18,00	United States	EMBRACE LIFE (design)	3, 4, 5, 9, 14, 16, 18, 20, 21, 25, 30, 35	PENDING APPLICATION	MARY KAY INC.
76/090,435	07/18/00	United States	MK-LIFE	35	PENDING APPLICATION	MARY KAY INC.
76/081,110	06/30/00	United States	YOUR ADDRESS FOR BUSINESS SUCCESS	35	PENDING APPLICATION	MARY KAY INC.
76/075,131	06/21/00	United States	SATIN FEET	3	PENDING APPLICATION	MARY KAY INC.
76/075,130	06/21/00	United States	SATIN HANDS & BODY	3	PENDING APPLICATION	MARY KAY INC.
76/074,891	06/21/00	United States	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
76/074,890	06/21/00	United States	SATIN LIPS	3	PENDING APPLICATION	MARY KAY INC.
76/047,519	05/15/00	United States	BALANCING ACT (Logo)	5	PENDING APPLICATION	MARY KAY INC.
76/047,294	05/12/00	United States	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
76/018,817	04/06/00	United States	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
75/981,334	06/18/98	United States	WONDERFUL	3	PENDING APPLICATION	MARY KAY INC.
75/922,758	02/18/00	United States	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
75/922,757	02/18/00	United States	TITANIUM	3	PENDING APPLICATION	MARY KAY INC.
75/922,024	02/17/00	United States	SEA LEVEL	3, 4	PENDING APPLICATION	MARY KAY INC.
75/847,074	11/12/99	United States	BALANCING ACT	5	PENDING APPLICATION	MARY KAY INC.
75/847,055	11/12/99	United States	YOUR PARTNER FOR PERSONAL SUCCESS	35	PENDING APPLICATION	MARY KAY INC.
75/834,949	10/30/99	United States	MARY KAY (NEW LOGO)	3, 8, 9, 16, 21	PENDING APPLICATION	MARY KAY INC.
75/808,664	09/27/99	United States	DAILY BENEFITS FOR KIDS	5	PENDING APPLICATION	MARY KAY INC.
75/806,690	09/22/99	United States	VXL (stylized)	3	PENDING APPLICATION	MARY KAY INC.
75/741,474	06/25/99	United States	MVMK.COM	35	PENDING APPLICATION	MARY KAY INC.
75/684,720	04/14/99	United States	BE ME	3	PENDING APPLICATION	MARY KAY INC.
75/684,606	04/16/99	United States	EXUBERANCE	3	PENDING APPLICATION	MARY KAY INC.
75/678,682	04/09/99	United States	NUTRIBEADS	3	PENDING APPLICATION	MARY KAY INC.
75/676,559	4/16/99	United States	FAVORITE THINGS	3, 4	PENDING APPLICATION	MARY KAY INC.
75/645,285	02/22/99	United States	LUMINOLOGY	3	PENDING APPLICATION	MARY KAY INC.
75/603,131	12/10/98	United States	THE HAND BAG	3	PENDING APPLICATION	MARY KAY INC.
75/594,454	11/24/98	United States	BE SCENE	3	PENDING APPLICATION	MARY KAY INC.
75/594,452	11/24/98	United States	CHRONOS	3	PENDING APPLICATION	MARY KAY INC.
75/582,879	11/04/98	United States	TERRITORY	3	PENDING APPLICATION	MARY KAY INC.
75/581,200	11/04/98	United States	NORTHWEST	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
75/578,824	10/28/98	United States	ATTIVO	3	PENDING APPLICATION	MARY KAY INC.
75/549,179	09/08/98	United States	MAKE EVERY MOMENT COUNT	3	PENDING APPLICATION	MARY KAY INC.
75/537,333	08/17/98	United States	WOMEN & SUCCESS	16	PENDING APPLICATION	MARY KAY INC.
75/511,775	07/01/98	United States	MK MONITOR	35, 42	PENDING APPLICATION	MARY KAY INC.
75/504,970	6/18/98	United States	WONDERFUL	9, 21	PENDING APPLICATION	MARY KAY INC.
75/487,845	05/19/98	United States	WOMEN & SUCCESS TODAY	16	PENDING APPLICATION	MARY KAY INC.
75/428,878	02/04/98	United States	WITHOUT A WORD, YOU MAKE YOUR PRESENCE KNOWN	3	PENDING APPLICATION	MARY KAY INC.
75/428,875	02/04/98	United States	SIMPLIFY	3	PENDING APPLICATION	MARY KAY INC.
75/370,119	10/08/97	United States	DIRECTIONS	3	PENDING APPLICATION	MARY KAY INC.
75/318,344	07/02/97	United States	BLESSINGS	3	PENDING APPLICATION	MARY KAY INC.
75/295,590	05/21/97	United States	BLESSINGS	3	PENDING APPLICATION	MARY KAY INC.
75/202,974	11/22/96	United States	MK	3, 8, 21	PENDING APPLICATION	MARY KAY INC.
75/166,998	09/16/96	United States	MARISSIMA	4, 6, 9, 14, 16, 18, 20, 21, 25	PENDING APPLICATION	MARY KAY INC.

23

SCHEDULE III  
to the  
Guarantee and Collateral Agreement—Cont.

Mary Kay State Trademark Registrations and Registration Applications

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
08978	04/09/88	Florida	GENJI	3	REGISTERED	MARY KAY COSMETICS, INC.
T-8353	05/17/88	Georgia	GENJI	3	REGISTERED	MARY KAY COSMETICS, INC.
R2467	03/28/88	New York	GENJI	3	REGISTERED	MARY KAY COSMETICS, INC.
48334	04/14/88	Texas	GENJI	3	REGISTERED	MARY KAY COSMETICS, INC.
7640/03	12/30/93	Georgia	JOURNEY	3	PENDING APPLICATION	MARY KAY INC.
11938	04/30/99	Georgia	MARY KAY	3	REGISTERED	MARY KAY INC.
245042	01/31/96	New Hampshire	MARY KAY	42	REGISTERED	MARY KAY INC.
		Texas	MARY KAY	3	NOT RENEWED	MARY KAY COSMETICS, INC.
		Wisconsin	MARY KAY COSMETICS	3, 42	REGISTERED	MARY KAY INC.
245043	01/31/96	New Hampshire	MARY KAY COSMETICS	42	REGISTERED	MARY KAY INC.
1,437,948	01/31/96	Nebraska	MARY KAY COSMETICS, INC.	3	REGISTERED	MARY KAY INC.
1,437,959	01/31/96	Nebraska	MARY KAY INC.	42	REGISTERED	MARY KAY INC.
		Wisconsin	MARY KAY INC.	3	REGISTERED	MARY KAY INC.
		Texas	MR. K.	3	NOT RENEWED	MARY KAY COSMETICS, INC.

GUARANTEE AND COLLATERAL AGREEMENT  
 dated as of October 3, 2001, among MARY KAY INC., a  
 Delaware corporation (the "*Borrower*"); MARY KAY HOLDING  
 CORPORATION, a Delaware corporation (the "*Parent*"); the  
 Subsidiaries of the Borrower identified herein and CREDIT  
 SUISSE FIRST BOSTON, a bank organized under the laws of  
 Switzerland, acting through its New York branch ("*CSFB*"), as  
 Collateral Agent.

Reference is made to the Credit Agreement dated as of October 3, 2001 (as amended, restated supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Parent, the Lenders from time to time party thereto (the "*Lenders*") and CSFB, as administrative agent (in such capacity, the "*Administrative Agent*"), and as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Parent and the Subsidiary Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

## ARTICLE I

### Definitions

SECTION 1.01. Credit Agreement. (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"*Account Debtor*" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Article 9 Collateral*" has the meaning assigned to such term in Section 4.01.

"*Collateral*" means Article 9 Collateral and Pledged Collateral.

"*Commodity Account*" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"*Commodity Contract*" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"*Commodity Customer*" shall mean a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"*Commodity Intermediary*" shall mean (a) a Person who is registered as a futures commission merchant under the federal commodities laws or (b) a Person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"*Copyright License*" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III.

"*Credit Agreement*" has the meaning assigned to such term in the preliminary statement of this Agreement.

"*Entitlement Holder*" shall mean a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities



Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such Person is the Entitlement Holder.

*"Equity Interests"* means any shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights to acquire any such equity ownership interests.

*"Federal Securities Laws"* has the meaning assigned to such term in Section 5.04.

*"Financial Asset"* shall mean, except as otherwise provided in Section 8-103 of the New York UCC, (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a Person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

*"General Intangibles"* means all choses in action and causes of action and all other intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

*"Grantors"* means the Parent, the Borrower and the Subsidiary Guarantors.

*"Guarantors"* means the Parent and the Subsidiary Guarantors.

*"Intellectual Property"* means all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions,

improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

*"Investment Property"* shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

*"License"* means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Grantor is a party, including those listed on Schedule III.

*"New York UCC"* means the Uniform Commercial Code as from time to time in effect in the State of New York.

*"Obligations"* means (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Borrower to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents and (d) the due and punctual payment and performance of all obligations of each Loan Party under each Hedging Agreement that (i) is in effect on the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date or (ii) is entered into after the Closing Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Hedging Agreement is entered into.

*"Patent License"* means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any

invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

*“Patents”* means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

*“Pledged Collateral”* has the meaning assigned to such term in Section 3.01.

*“Pledged Debt Securities”* has the meaning assigned to such term in Section 3.01.

*“Pledged Securities”* means any promissory notes, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

*“Pledged Stock”* has the meaning assigned to such term in Section 3.01.

*“Secured Parties”* means (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Fronting Banks, (e) each counterparty to any Hedging Agreement with a Loan Party that either (i) is in effect on the Closing Date if such counterparty is a Lender or an Affiliate of a Lender as of the Closing Date or (ii) is entered into after the Closing Date if such counterparty is a Lender or an Affiliate of a Lender at the time such Hedging Agreement is entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

*“Securities”* shall mean, except as otherwise provided in Section 8-103 of the Uniform Commercial Code, any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series, or by its terms is divisible into a class or series, of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for

investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

*"Securities Account"* shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

*"Securities Intermediary"* shall mean (a) a clearing corporation or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

*"Security Entitlements"* shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

*"Security Interest"* has the meaning assigned to such term in Section 4.01.

*"Subsidiary Guarantors"* means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Subsidiary Guarantor after the Closing Date.

*"Trademark License"* means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

*"Trademarks"* means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

## ARTICLE II

### Guarantee

SECTION 2.01. Guarantee. Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each of the Guarantors further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Guarantors waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

SECTION 2.02. Guarantee of Payment. Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of the Borrower or any other Person.

SECTION 2.03. No Limitations, Etc. (a) Except for termination of a Guarantor's obligations hereunder as expressly provided in Section 7.15, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release of any security held by the Collateral Agent or any other Secured Party for the Obligations or any of them; (iv) any default, failure or delay, wilful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of all the Obligations). Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations and this Agreement, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the

order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of the Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Loan Party, other than the indefeasible payment in full in cash of all the Obligations. The Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Obligations have been fully and indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against the Borrower or any other Loan Party, as the case may be, or any security.

SECTION 2.04. Reinstatement. Each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower, any other Loan Party or otherwise.

SECTION 2.05. Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation. Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against the Borrower or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

SECTION 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Loan Party's

financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Collateral Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

### ARTICLE III

#### Pledge of Securities

SECTION 3.01. Pledge. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under (a) the shares of capital stock and other Equity Interests owned by it and listed on Schedule II and any other Equity Interests obtained in the future by such Grantor and the certificates representing all such Equity Interests (the "*Pledged Stock*"); *provided that*, to the extent the pledge of any greater percentage would result in adverse tax consequences to the Borrower, the Pledged Stock shall not include more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary or any of the issued and outstanding shares of stock or other Equity Interests of any Foreign Subsidiary of a Foreign Subsidiary, (b)(i) the debt securities listed opposite the name of such Grantor on Schedule II, (ii) any debt securities in the future issued to such Grantor and (iii) the promissory notes and any other instruments evidencing such debt securities (the "*Pledged Debt Securities*"); (c) all other property that may be delivered to and held by the Collateral Agent pursuant to the terms of this Section 3.01; (d) subject to Section 3.07, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (e) subject to Section 3.07, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the "*Pledged Collateral*").

SECTION 3.02. *Shares of U.K. Companies*. In addition to and without limiting the foregoing, each Grantor of any shares of capital stock of a company incorporated under the laws of England or Wales (a "*U.K. Company*") (the "*U.K. Shares*") agrees as follows:

(a) solely with respect to the U.K. Shares, such Grantor hereby assigns and transfers absolutely by way of a first fixed mortgage and agrees to mortgage and charge to the Collateral Agent as a continuing security for the payment of the Obligations, the shares of capital stock listed below the name of such Grantor on Schedule I (which, to the extent the pledge of any greater percentage would result in adverse tax consequences to the Borrower, shall be limited to 65% of the issued and outstanding voting Equity Interests of such U.K. Company, and shall not include any of the issued and outstanding shares of stock or other Equity Interests of any Foreign Subsidiary of such U.K. Company) which are all registered in the name of the Grantor and, to the extent the pledge of any greater percentage would result in adverse tax consequences to the Borrower and shall not include any issued and outstanding shares of stock or other Equity Interests of any Foreign Subsidiary of such U.K. Company, 65% of any issued and outstanding voting Equity Interests of any U.K. Company obtained in the future by such Grantor and the certificates representing all such shares; and

(b) solely with respect to the U.K. Shares, the provisions of the U.K. Law of Property Act 1925 (or any statutory re-enactment, variation or modification thereof or any law of similar effect in any jurisdiction) relating to the power of sale conferred by that Act are hereby varied so that Section 103 thereof (or any analogous section in any such statutory re-enactment, variation, modification or similar law) shall not apply.

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, forever; subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.03. Delivery of the Pledged Collateral. (a) Each Grantor agrees to: (i) with respect to Pledged Collateral that represents Equity Interests in the Borrower or a Domestic Subsidiary or Pledged Debt Securities of a Loan Party, deliver or cause to be delivered within 10 days from the Closing Date such Pledged Collateral to the Collateral Agent in New York City along with properly executed, undated stock and note powers, as applicable and (ii) with respect to Pledged Stock that represents Equity Interests held by the Parent, the Borrower or a Loan Party which is a Domestic Subsidiary in a Foreign Subsidiary, deliver or cause to be delivered within 60 days from the Closing Date such Pledged Stock to the Collateral Agent in New York City along with properly executed, undated stock powers.

(b) Each Grantor will cause any Indebtedness for borrowed money owed to such Grantor by any Person in a principal amount in excess of \$500,000 (other than Indebtedness relating to loans, advances and transactions permitted by Section 7.04(c) of the Credit Agreement) to be evidenced by a duly executed promissory note that is pledged and delivered to the Collateral Agent pursuant to the terms hereof.



(c) Upon delivery to the Collateral Agent, (i) any Pledged Securities shall be accompanied by stock powers duly executed in blank or other instruments of transfer satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule II and made a part hereof; provided that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.04. Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) With respect to the Borrower and each Subsidiary set forth as an issuer of capital stock on Schedule II, such Schedule II correctly sets forth the percentage of the issued and outstanding shares of each class of the capital stock of the issuer thereof represented by such Pledged Stock;

(b) the Pledged Stock and Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Stock, are fully paid and nonassessable (other than general partner interests and membership interests in limited liability companies) and (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof;

(c) except for the security interests granted hereunder and Liens under the Credit Agreement all of which will be released on the Closing Date, each of the Grantors (i) is and will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens other than Permitted Liens, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than pursuant hereto, and (iv) subject to Section 3.07, will cause any and all Pledged Collateral, whether for value paid by the Grantor or otherwise, to be forthwith deposited with the Collateral Agent and pledged or assigned hereunder;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally, the Pledged Collateral is and will continue to be freely transferable and assignable, and none of the Pledged Collateral other than Pledged Collateral consisting of capital stock of the Subsidiaries of New Arrow I and New Arrow II is or will be subject to any option, right of first refusal,

shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each of the Grantors (i) has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated and (ii) will defend its title or interest thereto or therein against any and all Liens (other than the Lien created by this Agreement), however arising, of all Persons whomsoever;

(f) no consent or approval of any Governmental Authority, any securities exchange or any other Person was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect);

(g) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Collateral Agent in accordance with this Agreement, the Collateral Agent will obtain a legal, valid and perfected first priority lien upon and security interest in such Pledged Securities as security for the payment and performance of the Obligations; and

(h) the pledge effected hereby is effective to vest in the Collateral Agent, for the benefit of the Secured Parties, the rights of the Collateral Agent in the Pledged Collateral as set forth herein.

**SECTION 3.05. Certification of Limited Liability Company and Limited Partnership Interests.** Each interest in any limited liability company or limited partnership created or acquired after the Closing Date, and controlled by any Grantor and pledged hereunder shall be represented by a certificate, shall be a "security" within the meaning of Article 8 of the New York UCC and shall be governed by Article 8 of the New York UCC.

**SECTION 3.06. Registration in Nominee Name; Denominations.** The Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee or the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent. Each Grantor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. The Collateral Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 3.07. Voting Rights; Dividends and Interest, etc. (a) Unless and until an Event of Default shall have occurred and be continuing and the Collateral Agent shall have notified the Grantors that their rights under this Section are being suspended:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; *provided* that such rights and powers shall not be exercised in a manner that could materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of any of the Collateral Agent or the other Secured Parties under this Agreement or the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above and to receive the cash dividends it is entitled to receive pursuant to subparagraph (iii) below.

(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; *provided* that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of

their rights under paragraph (a)(iii) of this Section 3.07, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.07 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.07 shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived, the Collateral Agent shall, within five Business Days after all such Events of Default have been cured or waived, repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.07 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 3.07, then all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.07, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.07, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; *provided that*, unless otherwise directed by the Required Lenders, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived, such Grantor will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) above.

(d) Any notice given by the Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section 3.07 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

## ARTICLE IV

Security Interests in Personal Property

SECTION 4.01. Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest"), in all right, title or interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest in the following (collectively, the "*Article 9 Collateral*"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all General Intangibles;
- (vii) all Instruments;
- (viii) all Inventory;
- (ix) all Investment Property;
- (x) Letter-of-credit rights;
- (xi) Grantor's claims against Marketing Specialists Corporation;
- (xii) all books and records pertaining to the Collateral; and
- (xiii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (a) whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor and (b) in the case of a financing statement filed as a fixture filing or covering Article 9 Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Article 9 Collateral relates. The Grantor agrees to provide such information to the Collateral Agent promptly upon request.

Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

SECTION 4.02. Representations and Warranties. The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained;

(b)(i) the Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of such Grantor, is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate

filings, recordings or registrations containing a description of the Article 9 Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements; and (ii) each Grantor represents and warrants that a fully executed agreement in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights has been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof) in such jurisdiction;

(c) the Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Obligations, (ii) subject to the filings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other

applicable law in such jurisdictions except as otherwise provided in Section 9-311 of the applicable Uniform Commercial Code and (iii) a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 7.02 of the Credit Agreement; and

(d) the Article 9 Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 7.02 of the Credit Agreement and except for Liens under the Credit Agreement all of which will be released on the Closing Date. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 7.02 of the Credit Agreement and except for Liens under the Credit Agreement all of which will be released on the Closing Date. None of the Grantors hold any commercial tort claim except as indicated on the Perfection Certificate.

SECTION 4.03. Covenants. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Article 9 Collateral owned by it located in jurisdictions in which Revised Article 9 is not yet effective as of the Closing Date and any office in which it maintains a material portion of books and records relating to Article 9 Collateral owned by it, (iii) in its identity or type of organization or corporate structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number or (v) in its jurisdiction of organization. Each Grantor agrees to promptly provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the preceding sentence. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Article 9 Collateral. Each Grantor agrees promptly



to notify the Collateral Agent if any material portion of the Article 9 Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Article 9 Collateral.

(c) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 6.04(a) of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Borrower (a) setting forth the information required pursuant to the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.03(c) and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) of this Section 4.03 to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.03(c) shall identify in the format of Schedule III all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

(d) Each Grantor shall, at its own expense, take any and all actions necessary to defend title to the Article 9 Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 7.02 of the Credit Agreement.

(e) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the

execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Article 9 Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral agent of the specific identification of such Collateral.

(f) The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 6.07 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(g) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 7.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.03(g) shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform,

any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(h) If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest. So long as no Default or Event of Default has occurred and is continuing, the Collateral Agent shall, from time to time, make such arrangements with such Grantor as are in the Collateral Agent's reasonable judgment necessary and appropriate so that such Grantor may exercise its rights in such security interest without affecting the Collateral Agent's security interest in the Proceeds thereof.

(i) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(j) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as expressly permitted by Section 6.13, 7.02, 7.05 or 7.11 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Article 9 Collateral and each Grantor shall remain at all times in possession of the Article 9 Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business or as otherwise permitted by the Credit Agreement and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Article 9 Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Article 9 Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have acknowledged in writing, in form and substance satisfactory to the Collateral Agent, that such bailee or processor holds the Inventory for the benefit of the Collateral Agent subject to the Security Interest and shall act upon the instructions of the Collateral Agent without

further consent from the Grantor, and that such warehouseman, agent, bailee or processor further agrees to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

(k) None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practice used in industries that are the same as or similar to those in which such Grantor is engaged.

(l) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 6.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.03(l), including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(m) Each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Chattel Paper and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Chattel Paper have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.04. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in the Article 9 Collateral, each Grantor agrees, in each case at

such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments and Tangible Chattel Paper. If any Grantor shall at any time hold or acquire any Instruments or Tangible Chattel Paper, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

(b) Deposit Accounts. For each deposit account that any Grantor at any time opens or maintains, such Grantor shall, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (a) cause the depository bank to agree to comply at any time with instructions from the Collateral Agent to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Grantor, or (b) arrange for the Collateral Agent to become the customer of the depository bank with respect to the deposit account, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw funds from such deposit account. The provisions of this paragraph shall not apply to (i) any deposit account for which any Grantor, the depository bank and the Collateral Agent have entered into a cash collateral agreement specially negotiated among such Grantor, the depository bank and the Collateral Agent for the specific purpose set forth therein and (ii) deposit accounts for which the Collateral Agent is the depository.

(c) Investment Property. Except to the extent otherwise provided in Article III, if any Grantor shall at any time hold or acquire any certificated securities, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (a) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (b) arrange for the Collateral Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by any Grantor are held by such Grantor or its nominee through a securities intermediary or commodity intermediary, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to

the Collateral Agent, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of any Grantor or such nominee, or (ii) in the case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Collateral Agent is the securities intermediary.

(d) Letter-of-credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be paid over to such Grantor, in the absence of the occurrence and continuance of an Event of Default. So long as no Default or Event of Default has occurred and is continuing, the Collateral Agent shall, from time to time, at the request and expense of such Grantor, make such arrangements with such Grantor as are in the Collateral Agent's reasonable judgment necessary and appropriate so that such Grantor may make any drawing to which such Grantor is entitled under such letter of credit without impairment of the Collateral Agent's security interest in the actual Proceeds of such drawing.

(e) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a commercial tort claim in excess of \$500,000, the Grantor shall immediately notify the Collateral Agent in a writing signed by such Grantor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

SECTION 4.05. Covenants regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, and will not permit any of its licensees to, do any act, or omit to do any act, whereby any Patent that is material to the

conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United

States Copyright Office or any office or agency in any political subdivision of the United States or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

## ARTICLE V

### Remedies

SECTION 5.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all



rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and the Grantors hereby waive (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being

also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 5.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent or the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by

statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 5.04. Securities Act, etc. In view of the position of the Grantors in relation to the Pledged Securities, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Securities permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Securities, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Securities could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Securities under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Securities, limit the purchasers to those who will agree, among other things, to acquire such Pledged Securities for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Securities or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single

potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Securities at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

SECTION 5.05. Registration, etc. Each Grantor agrees that, upon the occurrence and during the continuance of an Event of Default hereunder, if for any reason the Collateral Agent desires to sell any of the Pledged Securities at a public sale, it will, at any time and from time to time, upon the written request of the Collateral Agent, use its best efforts to take or to cause the issuer of such Pledged Securities to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Collateral Agent to permit the public sale of such Pledged Securities. Each Grantor further agrees to indemnify, defend and hold harmless the Collateral Agent, each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling persons from and against all loss, liability, expenses, costs of counsel (including, without limitation, reasonable fees and expenses to the Collateral Agent of legal counsel), and claims (including the costs of investigation) that they may incur insofar as such loss, liability, expense or claim arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to such Grantor or the issuer of such Pledged Securities by the Collateral Agent or any other Secured Party expressly for use therein. Each Grantor further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause the issuer of such Pledged Securities to qualify, file or register, any of the Pledged Securities under the Blue Sky or other securities laws of such states as may be requested by the Collateral Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each Grantor will bear all costs and expenses of carrying out its obligations under this Section 5.05. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 5.05 and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section 5.05 may be specifically enforced.

## ARTICLE VI

Indemnity and Subrogation

SECTION 6.01. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03), the Borrower agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor shall be sold pursuant to any Security Document to satisfy in whole or in part a claim of any Secured Party, the Borrower shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02. Contribution and Subrogation. Each Guarantor (a “Contributing Guarantor”) agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Guarantor on account of its guarantee under this Agreement or assets of any other Guarantor shall be sold pursuant to any Security Document to satisfy a claim, in whole or in part, of any Secured Party and such other Guarantor (the “*Claiming Guarantor*”) shall not have been fully indemnified by the Borrower as provided in Section 6.01, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 7.16, the date of the Supplement hereto executed and delivered by such Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 to the extent of such payment.

SECTION 6.03. Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Borrower or any Guarantor to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of the obligations of such Guarantor hereunder.

## ARTICLE VII

### Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it in care of the Borrower.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Collateral Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Loan Party and the Collateral Agent and their respective successors

and assigns, and shall inure to the benefit of such Loan Party, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successor and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification.

(a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 10.05 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor.

**SECTION 7.07. Collateral Agent Appointed Attorney-in-Fact.** Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however,* that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.



**SECTION 7.08. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, PROVIDED THAT TO THE EXTENT THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTEREST CREATED HEREBY IN RESPECT OF ANY PARTICULAR COLLATERAL SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF A STATE OTHER THAN NEW YORK.**

**SECTION 7.09. Waivers; Amendment. (a)** No failure or delay by the Collateral Agent, the Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent, the Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.08 of the Credit Agreement.

**SECTION 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER**

PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7.11. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7.12. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute a single contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.13. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14 Jurisdiction; Consent to Service of Process. (a) Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Collateral Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(b) Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to

in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 7.15. Termination or Release.** (a) This Agreement, the Guarantees, the Security Interest and all other security interests granted hereby shall terminate when all the Obligations have been paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the L/C Exposure has been reduced to zero and the Issuing Bank has no further obligations to issue Letters of Credit under the Credit Agreement.

(b) A Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Guarantor shall be automatically released in the event that all the capital stock of such Guarantor shall be sold, transferred or otherwise disposed of, or the assets of such Guarantor shall be sold, transferred or otherwise disposed of substantially in their entirety, in each case to a person that is not the Borrower or an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (but only to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not the Borrower or a Domestic Subsidiary of the Borrower, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.08(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b), (c) or (d), the Collateral Agent shall execute and deliver to any Grantor, as the case may be, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent

**SECTION 7.16. Additional Subsidiaries.** Pursuant to Section 6.10 of the Credit Agreement, (a) each Domestic Subsidiary of the Borrower that was not in existence or not a Domestic Subsidiary on the date of the Credit Agreement and (b) each

Specified Subsidiary set forth on Schedule 6.10(d) to the Credit Agreement and meeting the criteria described in Section 6.10(d) of the Credit Agreement is required to enter in this Agreement (a) as a Subsidiary Guarantor and (b) as a Grantor if such Subsidiary owns or possesses property of a type that would be considered Collateral hereunder. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex I hereto, such Subsidiary shall become a Loan Party hereunder with the same force and effect as if originally named as a Loan Party herein. The execution and delivery of any such instrument shall not require the consent of any Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MARY KAY INC.,

by

*David B. Hall*  
 Name: DAVID B. HALL  
 Title: CHIEF FINANCIAL OFFICER

MARY KAY HOLDING CORPORATION,

by

*David B. Hall*  
 Name: DAVID B. HALL  
 Title: CHIEF FINANCIAL OFFICER

MK HOSPITALITY, INC.,

by:

*David B. Hall*  
 Name: DAVID B. HALL  
 Title: CHIEF FINANCIAL OFFICER

MK (KAZAKHSTAN), INC.,

by:

*David B. Hall*  
 Name: DAVID B. HALL  
 Title: VICE PRESIDENT AND TREASURER

MK SPECIAL SERVICES  
 CORPORATION,

by:

*David B. Hall*  
 Name: DAVID B. HALL  
 Title: VICE PRESIDENT AND TREASURER

MARY KAY GLOBAL, INC.,

by: D.P.B. Hall  
 Name:  
 Title:

MARY KAY COSMETICS (NEW  
 ZEALAND), INC.,

by: D.P.B. Hall  
 Name:  
 Title:

MARY KAY (TAIWAN), INC.,

by: D.P.B. Hall  
 Name:  
 Title:

MARY KAY TRAVEL, INC.,

by: D.P.B. Hall  
 Name:  
 Title:

MARY KAY WORLDWIDE, INC.,

by: D.P.B. Hall  
 Name:  
 Title:

NEW ARROW CORPORATION

by: [Signature]  
 Name:  
 Title:

NEW ARROW II CORPORATION,

by: *[Signature]*  
Name:  
Title:

PLATINUM EVENT SERVICES, INC.,

by: *[Signature]*  
Name:  
Title:

RCPI OFFICE PROPERTIES, LLC

by: *[Signature]*  
Name:  
Title:

RICHMONT ADVANCE FUNDING, LLC,

by: *[Signature]*  
Name:  
Title:


RICHMONT APPLE CORPORATION,

by: *[Signature]*  
Name:  
Title:

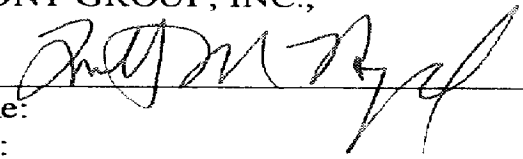
RICHMONT CAPITAL PARTNERS I,  
L.P.,

by: *[Signature]*  
Name:  
Title:

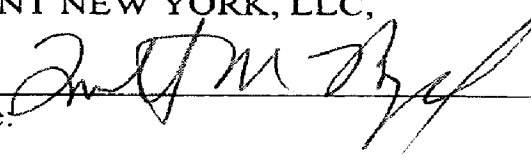
RICHMONT CAPITAL PARTNERS II,  
L.P.,

by:   
Name:  
Title:

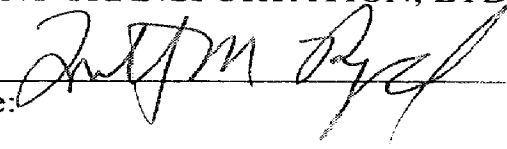
RICHMONT GROUP, INC.,

by:   
Name:  
Title:

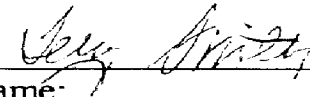
RICHMONT NEW YORK, LLC,

by:   
Name:  
Title:

RICHMONT TRANSPORTATION, LTD.,

by:   
Name:  
Title:

TENDER POWER, INC.,

by:   
Name:  
Title:

TRILLIUM MANAGEMENT, LLC,

by:   
Name:  
Title:



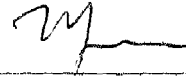
CREDIT SUISSE FIRST BOSTON, as  
Collateral Agent,

by



Name: Richard Beaudoin  
Title: Authorized Officer

by



Name: JAMES P. MORAN  
Title: Authorized Officer

**SCHEDULE I**  
**to the**  
**Guarantee and Collateral Agreement**

**Subsidiary Guarantors**

Mary Kay Inc.  
New Arrow Corporation  
New Arrow II Corporation  
Platinum Event Services, Inc.  
MK Hospitality, Inc.  
MK Special Services Corporation  
Tender Power, Inc.  
Mary Kay Global, Inc.  
Mary Kay Worldwide, Inc.  
Mary Kay Travel, Inc.  
Mary Kay (Taiwan), Inc.  
Mary Kay Cosmetics (New Zealand), Inc.  
MK (Kazakhstan), Inc.  
Richmont Advance Funding, LLC  
RCPI Office Properties  
Richmont Apple Corporation  
Richmont Capital Partners I, LP  
Richmont Capital Partners II, LP  
Richmont Group, Inc.  
Richmont New York, LLC  
Richmont Transportation, Ltd.  
Trillium Management, LLC

Schedule II to the Guarantee and Collateral Agreement  
Capital Stock

Issuer	Owner	Percentage of Issuer Held by Owner	Total Issued and Outstanding Equity Interests	Stock Certificate Number	Number of Shares	Percent of Outstanding Shares or Equity Interests Pledged
Mary Kay Inc.	Mary Kay Holding Corporation	100%	Common Stock, par value \$ .10 per share	2	100	100%
New Arrow Corporation	Mary Kay Inc.	100%	Common Stock, par value \$ .01 per share	2	100	100%
New Arrow II Corporation	Mary Kay Inc.	100%	Common Stock, par value \$0.01 per share	2	100	100%
Platinum Event Services, Inc.	Mary Kay Inc.	100%	Common Stock, par value \$1.00 per share	3	40	100%
MK Hospitality, Inc.	Mary Kay Inc.	100%	Common Stock, par value \$0.01 per share	1	1,000	100%
MK Special Services Corporation	Mary Kay Inc.	100%	Common Stock, par value \$0.01 per share	2	1,000	100%
Tender Power, Inc.	Mary Kay Inc.	100%	Common Stock, par value \$1.00 per share	2	1,000	100%
Mary Kay Global, Inc.	Mary Kay Inc.	100%	Common Stock, par value \$0.01 per share	2	1,000	100%
Mary Kay Worldwide, Inc.	Mary Kay Inc.	100%	Common Stock, par value \$0.01 per share	3	1,000	100%
Mary Kay Travel, Inc.	Mary Kay Inc.	100%	Common Stock, par value \$1.00 per share	4	1,000	100%
Mary Kay Cosmetics (Taiwan), Inc.	Mary Kay Inc.	100%	Common Stock, par value \$0.01 per share	2	100	100%

Issuer	Owner	Percentage of Issuer Held by Owner	Total Issued and Outstanding Equity Interests	Stock Certificate Number	Number of Shares	Percent of Outstanding Shares or Equity Interests Pledged
Mary Kay Cosmetics (New Zealand), Inc.	Mary Kay Inc.	100%	Common Stock, par value \$0.10 per share	2	100	100%
MK (Kazakhstan), Inc.	Mary Kay Inc.	100%	Common Stock, par value \$0.01 per share	1	1,000	100%
Richmont Group, Inc.	Richmont Capital Partners II, L.P.	100%	Common Stock, par value \$1.00 per share	2	1,000	100%
Richmont Advance Funding, LLC	Richmont Capital Partners I, L.P.—95% common interest; New Arrow Corp.—5% common interest	100% (total)	Limited liability company interests	N/A	N/A	100%
RCPI Office Properties, LLC	Richmont Capital Partners I, L.P.	100% membership interest	Limited liability company interests	N/A	N/A	100%
Richmont Apple Corporation	Richmont Capital Partners I, L.P.	100%	Common Stock	1	100	100%
Richmont Capital Partners I, L.P.	New Arrow Corporation	80.4%	Limited partnership interests	N/A	N/A	100%
Richmont Capital Partners II, L.P.	New Arrow Corporation II	80.4%	Limited partnership interests	N/A	N/A	100%
Advance Capital Associates	Richmont Advance Funding LLC	25% membership interest	Limited liability company interests	N/A	N/A	100%
Richmont New York, LLC	Richmont Capital Partners I, L.P.—95% common interest; Richmont Apple Corporation—5% common interest	100% (total) membership interest	Limited liability company interests	N/A	N/A	100%

Issuer	Owner	Percentage of Issuer Held by Owner	Total Issued and Outstanding Equity Interests	Stock Certificate Number	Number of Shares	Percent of Outstanding Shares or Equity Interests Pledged
Trillium Management, LLC	Richmont Capital Partners II, L.P.	100% membership interest	Limited liability company interests	N/A	N/A	100%
Mary Kay Foreign Sales Corporation	Mary Kay Inc.	100%	1,000 shares par value \$1.00 per share	2	650	65%
Hangzhou Golden Rule Daily Use Chemicals Co. Ltd.	Mary Kay Inc.	100%	no shares issued	N/A	N/A	65%
Hangzhou Mary Kay Co., Ltd.	Mary Kay Inc.	100%	no certificates issued	N/A	N/A	65%
Mary Kay (Hong Kong), Ltd.	Mary Kay Inc.	99.99%	199,000 shares par value HK \$1 per share			65%
Mary Kay Italia s.r.l.	Mary Kay Inc.—49,500 Quotas Mary Kay Global, Inc.—500 Quotas	100%	1 share held in trust by third party 50,000 quotas par value 1 Euro per share	N/A		65%
Mary Kay (Kazakhstan) LLP	Mary Kay Inc.—KZT71,775 Mary Kay Global—KZT725	100%	KZT 72,500 no certificates issued	N/A		65%
Mary Kay (Korea) Limited	Mary Kay Inc.—4,998 common shares	99.96%	5,000 common shares par value 10,000 won per share	000001-000009, 000011, 000108, 1000109, 001002-001004, 200011-200013	3,249	65%

Issuer	Owner	Percentage of Issuer Held by Owner	Total Issued and Outstanding Equity Interests	Stock Certificate Number	Number of Shares	Percent of Outstanding Shares or Equity Interests Pledged
Mary Kay (Malaysia) SDN BHD (formerly known as Renofield Corporation SDN. BHD.)	Mary Kay Inc.—299,999 common shares	30%	999,998 common shares par value RM 10 per share			65%
Mary Kay Philippines, Inc.	Mary Kay Inc.—76,493 common shares	99.99%	76,500 common shares par value P100 per share	11	49,721	65%
Mary Kay (Switzerland) S.A.	Mary Kay Inc.	100%	CHF2500 par value CHF100 per share	1	1625	65%
Mary Kay (Thailand), Ltd.	Mary Kay Inc.	99.99%	465,240 common shares par value 100 baht per share			65%
Mary Kay (Venezuela) C.A	Mary Kay Inc.—900 common shares	100%	1,000 common shares par value 1,000 Bolivars per share	N/A		65%
Mary Kay ZAO	Mary Kay Inc.—99 common shares	100%	100 common shares par value 100 Rubles per share		64	65%
	Mary Kay Global, Inc.—100 common shares					65%
	Mary Kay Global, Inc.—1 common share				.65	65%
Mary Kay Cosmetics de Mexico, S.A. de C.V.	Mary Kay Inc.—29,988 shares (Series A)	100% Series A	30,000 shares (Series A), 370 shares (Series B) par value 10,000 Pesos per share		(Series A)	65%
	Mary Kay Global, Inc.—12 shares (Series A)				(Series A)	
	370,000 shares (Series B)	100% Series B			(Series B)	65%
Mary Kay Cosmetics GmbH	Mary Kay Inc.	100%	DM 50,000 shares par value DM1 per share		32,500	65%
Mary Kay Cosmetics (Japan) K.K.	Mary Kay Inc.	100%	2,380 common shares par value ¥50,000 per share		32,500	65%

Issuer	Owner	Percentage of Issuer Held by Owner	Total Issued and Outstanding Equity Interests	Stock Certificate Number	Number of Shares	Percent of Outstanding Shares or Equity Interests Pledged
Mary Kay Cosmetics Ltd.	Mary Kay Inc.	100%	200,000 common shares par value \$1.00 per share	6	100,000	65%
Mary Kay Cosmetics (U.K.) Limited	Mary Kay Inc.	100%	100,000 ordinary common shares par value £1 per share	4	65,000	65%
Mary Kay Europe B.V.	Mary Kay Inc.	100%	400 shares, par value FL100 Guildt			65%
Mary Kay Cosmetics Chile S.A.	Mary Kay Inc.— 99 common shares Mary Kay Global, Inc.— 1 common share	100%	100 common shares par value \$1.00 per share	N/A		65%
Mary Kay Cosméticos do Brasil Ltda.	Mary Kay— 5,713,859 shares Mary Kay Global, Inc.— 1 share		5,713,860 shares par value R\$1.00 per share	N/A		65%
Mary Kay Cosméticos Guatemala, S.A.	Mary Kay Inc.	100%	417 common shares par value 100 Quetzales	N/A		65%
Mary Kay Cosméticos S.A.	Mary Kay Inc.—32 common shares and 502,931 preferred shares	100% Common 100% Preferred	33 common shares and 502,931 preferred shares par value AP \$1 per share		(common) (preferred)  .65	65% 65%
Richmont Special Securities Corp.	Richmont Capital Partners II, L.P.	100%		N/A		65%
Richmont Transportation Services ZAO	Richmont Transportation, Ltd.	100%		N/A		65%

**SCHEDULE II**  
**to the**  
**Guarantee and Collateral Agreement—Cont.**

**Debt Securities**

Notes Payable to Mary Kay Inc.:

Issuer	Principal Amount	Date of Note	Maturity Date
Mary Kay (Hong Kong) Limited	500,000.00	January 26, 2001	January 26, 2002
Mary Kay Do Brasil Ltda.	700,000.00	January 7, 2000	January 7, 2002
Mary Kay (Kazakhstan) LLP	1,300,000.00	July 3, 2000	July 3, 2002
Mary Kay (Hong Kong) Limited	615,465.60	September 2, 2000	September 2, 2001
Mary Kay (Hong Kong) Limited	1,626,894.75	December 29, 2000	December 29, 2001
Mary Kay (Hong Kong) Limited	574,436.14	April 2, 2001	April 2, 2002
Mary Kay (Hong Kong) Limited	782,589.73	April 3, 2001	April 3, 2002
Mary Kay (Hong Kong) Limited	606,667.29	June 4, 2001	June 4, 2002
Mary Kay (Switzerland) S.A.	852,071.74	August 6, 2000	August 6, 2001
Mary Kay (Switzerland) S.A.	553,609.51	August 12, 2000	August 12, 2001
Mary Kay (Switzerland) S.A.	513,299.65	August 20, 2000	August 20, 2001
Mary Kay (Switzerland) S.A.	2,000,000.00	August 25, 2000	August 25, 2001
Mary Kay (Switzerland) S.A.	1,055,859.92	September 9, 2000	September 9, 2001
Mary Kay (Switzerland) S.A.	747,068.04	September 15, 2000	September 15, 2001
Mary Kay (Switzerland) S.A.	1,081,854.85	September 20, 2000	September 20, 2001
Mary Kay (Switzerland) S.A.	561,384.21	September 17, 2000	September 20, 2001
Mary Kay (Switzerland) S.A.	1,100,000.00	September 26, 2000	September 26, 2001
Mary Kay (Switzerland) S.A.	953,997.43	October 15, 2000	October 15, 2001
Mary Kay (Switzerland) S.A.	500,000.00	October 26, 2000	October 26, 2001
Mary Kay (Switzerland) S.A.	627,149.91	November 8, 2000	November 8, 2001
Mary Kay (Switzerland) S.A.	623,713.61	November 17, 2000	November 17, 2001
Mary Kay (Switzerland) S.A.	670,000.00	November 27, 2000	November 27, 2001
Mary Kay (Switzerland) S.A.	678,904.72	December 17, 2000	December 17, 2001
Mary Kay (Switzerland) S.A.	800,000.00	December 14, 2000	December 14, 2001
Mary Kay (Switzerland) S.A.	500,000.00	December 21, 2000	December 21, 2001
Mary Kay (Switzerland) S.A.	1,325,482.36	January 21, 2001	January 21, 2002
Mary Kay (Switzerland) S.A.	576,767.77	January 13, 2001	January 13, 2002
Mary Kay (Switzerland) S.A.	1,100,000.00	January 29, 2001	January 29, 2002
Mary Kay (Switzerland) S.A.	673,667.95	February 11, 2001	February 11, 2002
Mary Kay (Switzerland) S.A.	668,819.58	February 22, 2001	February 22, 2002



Mary Kay (Switzerland) S.A.	650,000.00	February 26, 2001	February 26, 2002
Mary Kay (Switzerland) S.A.	576,693.00	March 23, 2001	March 23, 2002
Mary Kay (Switzerland) S.A.	1,362,359.72	April 19, 2001	April 19, 2002
Mary Kay (Switzerland) S.A.	579,027.00	April 2, 2001	April 2, 2002
Mary Kay (Switzerland) S.A.	781,694.00	April 8, 2001	April 8, 2002
Mary Kay (Switzerland) S.A.	1,085,949.00	April 26, 2001	April 26, 2003
Mary Kay (Switzerland) S.A.	700,000.00	April 2, 2001	April 2, 2002
Mary Kay (Switzerland) S.A.	1,000,000.00	April 18, 2001	April 18, 2002
Mary Kay (Switzerland) S.A.	505,287.98	May 25, 2001	May 25, 2002
Mary Kay (Switzerland) S.A.	868,325.00	May 23, 2001	May 23, 2002
Mary Kay (Switzerland) S.A.	1,085,398.00	May 30, 2001	May 30, 2002
Mary Kay (Switzerland) S.A.	979,742.58	June 23, 2001	June 23, 2002
Mary Kay (Switzerland) S.A.	1,521,866.00	June 22, 2001	June 22, 2002
Mary Kay (Switzerland) S.A.	1,140,000.00	June 27, 2001	June 27, 2002
Mary Kay (Switzerland) S.A.	815,324.00	July 8, 2001	July 8, 2002
Mary Kay (Switzerland) S.A.	931,799.00	July 23, 2001	July 23, 2002
Mary Kay (Switzerland) S.A.	1,305,238.00	July 3, 2001	July 3, 2002
Mary Kay (Switzerland) S.A.	1,414,017.00	July 21, 2001	July 21, 2002
Mary Kay (Switzerland) S.A.	1,305,240.00	July 27, 2001	July 27, 2002
Mary Kay (Switzerland) S.A.	650,000.00	July 25, 2001	July 25, 2002
Mary Kay (Switzerland) S.A.	867,141.00	May 5, 2001	May 5, 2001

**SCHEDULE III**  
to the  
**Guarantee and Collateral Agreement**

**Copyrights**

<b>Work</b>	<b>Registration No.</b>	<b>Author(s)</b>	<b>Original Owner</b>	<b>Assignments (Execution Date)</b>	<b>Registration Date</b>
Inside beauty: the ultimate guide to looking your best	TX 3-390-164	Mary Kay Cosmetics, Inc.	Mary Kay Cosmetics, Inc.	To Mary Kay Inc. (12/25/95)	9/2/92
Mary Kay Ash: silver anniversary collector's doll	VA 323-131	Mary Kay Cosmetics, Inc.	Mary Kay Cosmetics, Inc.	To Mary Kay Inc. (12/25/95)	10/14/88
The Mary Kay guide to beauty	TX 2-038-178	Mary Kay Cosmetics, Inc.	Mary Kay Cosmetics, Inc.	To Mary Kay Inc. (12/25/95)	4/1/87
The Mary Kay calendar of beauty, 1985	TX 1-507-435	Mary Kay Cosmetics, Inc.	Mary Kay Cosmetics, Inc.	To Mary Kay Inc. (12/25/95)	1/28/85
Mary Kay on people management	TX 1-449-374	Mary Kay Ash; Mary Kay Cosmetics, Inc.	Mary Kay Cosmetics, Inc.	To Mary Kay Inc. (12/25/95)	10/6/84
The Mary Kay guide to beauty	TX 1-431-714	Susan Duff; Elaine Raffel; Tim Booole; Steve Seeger; Neill Whitlock; Photographers, Inc.; Phil French; Mary Kay Cosmetics, Inc.	Mary Kay Cosmetics, Inc.	To Mary Kay Inc. (12/25/95)	8/30/84
Beauty consultant's agreement	TX 48-705	Mary Kay Cosmetics, Inc.	Mary Kay Cosmetics, Inc.	To Mary Kay Inc. (12/25/95)	7/10/78
Mary Kay cosmetics instruction sheet	TX 48-704	Mary Kay Cosmetics, Inc.	Mary Kay Cosmetics, Inc.	To Mary Kay Inc. (12/25/95)	7/10/78
Suggestions for the Mary Kay hostess	TX 48-703	Mary Kay Cosmetics, Inc.	Mary Kay Cosmetics, Inc.	To Mary Kay Inc. (12/25/95)	7/10/78

**SCHEDULE III**  
to the  
**Guarantee and Collateral Agreement—Cont.**

**Licenses**

<b>Parties</b>	<b>Mark(s)</b>	<b>Registration Number(s)</b>	<b>Country</b>	<b>Goods</b>	<b>Agreement Date and Term</b>	<b>Type of License</b>
<b>Licensors:</b> Clairol Inc. <b>Licensee:</b> Mary Kay Inc.	DAILY DEFENSE		Japan Japan (Katakana mark) Russian Federation Slovak Republic Taiwan (Chinese characters) Ukraine (two marks) United States	Skin Care Products	4/9/99 Perpetual	Exclusive for direct selling trade channel and "Mary Kay"-branded mail-order catalogues (Note: this license may not be sublicensed without the prior written consent of Clairol)
	DAILY DEFENSE COMPLEX	2,156,743	Czech Republic Australia Brazil Canada Costa Rica Finland Germany Japan Malaysia Mexico New Zealand Norway Poland Portugal Spain Sweden			

Parties	Mark(s)	Registration Number(s)	Country	Goods	Agreement Date and Term	Type of License
<b>Licensors:</b> Mary Kay Inc. <b>Licensee:</b> Allison-Skibbell Jewelers	MARY KAY	1,312,253	United States	Jewelry	1/1/2001 1/1/2001-12/31/2001	Nonexclusive
<b>Licensors:</b> Mary Kay Inc. <b>Licensee:</b> Booth in a Box	MARY KAY FLORAL DESIGN MARY KAY FLORAL DESIGN	1,794,597 1,777,597	United States United States Canada	White drape sold in conjunction with licensee's main product at or immediately following 2001 Leadership Conference	1/15/2001 1/14/2001-1/31/2001	Nonexclusive
<b>Licensors:</b> Mary Kay Inc. <b>Licensee:</b> Glitz, et al, Ltd. d.b.a. Diana Designs Ltd.	MARY KAY FLORAL DESIGN	1,794,597 1,777,597	United States United States	Blanc Type Pen Letter Opener Luggage Tag Mouse Pad	1/1/2001 1/1/2001-1/31/2001	Nonexclusive
<b>Licensors:</b> Mary Kay Inc. <b>Licensee:</b> Harbour Marketing	MARY KAY FLORAL DESIGN	1,794,597 1,777,597	United States United States	The Wipe-Off Board Computer Memo Mate	7/1/2001 7/1/2001-1/31/2001	Nonexclusive
<b>Licensors:</b> Mary Kay Inc. <b>Licensee:</b> Lettuce Duit, Inc.	MARY KAY FLORAL DESIGN	1,794,597 1,777,597	United States United States	Rosettes Ribbons Mums Sashes Plaques	1/1/2001 1/1/2001-1/31/2001	Nonexclusive
<b>Licensors:</b> Mary Kay Inc. <b>Licensee:</b> The Ribbon Place, Inc.	MARY KAY FLORAL DESIGN	1,794,597 1,777,597	United States United States	Sashes Rosettes Rosette Heads Name Badges Plaques Bowties Boutonnieres Silk Screened Calendars Flowerettes	1/1/2001 1/1/2001-1/31/2001	Nonexclusive

TRADEMARK

REEL: 002406 FRAME: 0381

Parties	Mark(s)	Registration Number(s)	Country	Goods	Agreement Date and Term	Type of License
Licensor: Mary Kay Inc.  Licensee: Town & Country Printing	MARY KAY FLORAL DESIGN	1,794,597 1,777,597	United States United States	The Essentials Business Card Case Standard Literature Stamp Self Inking Logo Stamp (Red, Black) Deluxe Name Badge (Gold, Silver) Engraved Name Badge (Gold, Silver) Shipping Labels Shipping Labels in Sheets Gold Foil Seals Metallic Pencil w/ Black Imprint (Gold, Silver) Natural Pen w/Black Ink Pink Nail Key Tag White Key Tag Natural Emery Boards White Folding Mirror White Rectangle Magnet Red Phone Magnet Additional Items in Catalog	1/1/2001 1/1/2001-12/31/2001	Nonexclusive

TRADEMARK

**SCHEDULE III**  
to the  
**Guarantee and Collateral Agreement—Cont.**

**Mary Kay U.S. Issued Patents**

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Barrier Disruption Treatment for Structurally Deteriorated Skin ("Body Cream")	Mary Kay Inc.		Patent No. 5,720,963 Issued: 2/24/98 Application No. 08/544,713 Filing Date: 10/18/95 United States		Patented a/k/a Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum
System and Method for Determining Efficacy of Sunscreen Formulations	Mary Kay Cosmetics, Inc.	Need to record change of name to Mary Kay Inc.	Patent No. 5,691,158 Issued: 11/25/97 Application No. 08/137,822 Filing Date: 10/15/93 United States		Patented
Cosmetics Compact Having Removable MakeUp Pans	Mary Kay Inc.		Patent No. 5,655,553 Issued: 8/12/97 Application No. 08/369,406 Filing Date: 1/15/95 United States		Patented
Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum	Mary Kay Inc.		Patent No. 5,587,396 Issued: 12/24/96 Application No. 08/296,513 Filing Date: 08/26/94 United States		Patented a/k/a: Topically Applied Structural Cellulite Treatment ("Body Cream") Visible Action Skin Revealing Lotion

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Low-Irritant Skin Cosmetic Composition for Daily Topical Use, its Application and Manufacture	Mary Kay Inc.		Patent No. 5,520,918 Issued: 5/28/96 Application No. 08/214,032 Filing Date: 3/15/94 United States		Patented
Compact with Pop- Up Tray Operated by Hinged Cover ("Pop-Up Tray")	Mary Kay Inc.		Patent No 5,199,451 Issued: 4/6/93 Application No. 07/895,012 Filing Date: 6/8/92 United States		Patented
Silicone Based Cosmetic Product	Mary Kay Cosmetics, Inc.	Need to record change of name to Mary Kay Inc.	Patent No. 5,085,855 Date of Patent: 2/4/92 Application No. 07/553,646 Filing Date: 7/18/90 United States		Patented
U.S. Fragrance Bottle Design Patent (BELARA)	Mary Kay Inc.		Patent No. Des. 446,121 Issued: 8/7/01 Application No. 29/115,896 Filing Date: 12/23/99 United States		Patented
Perfume Bottle Design (Fragrance #2)	Mary Kay Inc.		Patent No. Des. 420,596 Issued: 2/15/2000 Application No. 29/087,293 Filing Date: 4/30/98 United States		Patented

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Fragrance #1 (JOURNEY) Bottle Design Patent	Mary Kay Inc.		Patent No. Des. 414,427 Issued: 9/28/99 Application No. 29/069,602 Filing Date: 5/2/97 United States		Patented
Fragrance #1 (JOURNEY) Bottle Design Patent	Mary Kay Inc.		Patent No. Des. 407,319 Issued: 3/30/99 Application No. 29/069,477 Filing Date: 5/2/97 United States		Patented
Miniature Rose Variety (Minoco)	Mary Kay Cosmetics, Inc.	Need to record change of name to Mary Kay Inc.	Patent No. PP5,631 Issued: 1/14/86 Application No. USSN 605,579 Filing Date: 4/30/84 United States		Patented



**SCHEDULE III**  
to the  
**Guarantee and Collateral Agreement—Cont.**

**Mary Kay U.S. Patent Applications**

<b>Patent Description</b>	<b>Registered Owner</b>	<b>Conveying Party (If Different from Registered Owner)</b>	<b>Application, Registration or Patent Number</b>	<b>PCT Number (Only if no Application or Registration Number)</b>	<b>Expiration Date</b>
Men's Fragrance #2 Bottle Design Patent (TITANIUM)	Mary Kay Inc.		Application No. 29/144,956 Filing Date: 7/12/01 United States		Pending
Women's Fragrance #4 Bottle (With Cap) Design Patent (VELOCITY)	Mary Kay Inc.		Application No. 29/144,955 Filing Date: 7/12/01 United States		Pending
Page from Make-up Planner (Color Edition Design Patent)	Mary Kay Inc.		Application No. 29/125,640 Filing Date: 6/26/2000 United States		Pending *Note: instructed filing in Taiwan; no serial numbers yet.
Skin Anti-Aging Benefits Achieved by Comeum Protease Activation	Mary Kay Inc.		Application No. 09/357,288 Filing Date: 7/20/99 United States		Pending a/k/a Treatment and Composition for Achieving Skin Anti- aging Benefits by Comeum Protease Activation

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Skin Lightening Composition Containing Magnesium Ascorbyl Phosphate and Unimontan-U 34 (Extract Formulation of Cucumber Extract and Lemon Extract)	Mary Kay Inc.		Application No. 09/280,048 Filing Date: 3/29/99 United States		Pending

**SCHEDULE III**  
to the  
**Guarantee and Collateral Agreement—Cont.**

**Mary Kay Foreign Patents and Patent Applications**

<b>Patent Description</b>	<b>Registered Owner</b>	<b>Conveying Party (If Different from Registered Owner)</b>	<b>Application, Registration or Patent Number</b>	<b>PCT Number (Only if no Application or Registration Number)</b>	<b>Expiration Date</b>
Page from Make-up Planner (Color Edition Design Patent)			Application No. 4222/2000 Filing Date: 12/22/2000 Australia		Pending
Page from Make-up Planner (Color Edition Design Patent)			Application No. 2000- 3342 Filing Date: 12/20/2000 Canada		Pending
Page from Make-up Planner (Color Edition Design Patent)			Application No. 2000- 37082 Filing Date: 12/26/2000 Japan		Pending
Page from Make-up Planner (Color Edition Design Patent)			Application No. 0001768 Filing Date: 12/20/2000 Mexico		Pending
Page from Make-up Planner (Color Edition Design Patent)			Application No. 2000502196 Filing Date: 12/26/2000 Russia		Pending
Page from Make-up Planner (Color Edition Design Patent)			Application No. 2098348 Filing Date: 12/21/2000 United Kingdom		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. P96 01 00928 Filing Date: 01/10/96 Argentina		Pending
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. 9648643 Filing Date: 7/31/96 Australia		Pending
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. P1960756-0 Filing Date: 01/11/96 Brazil		Pending
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. 2,209,657 Filing Date: 1/11/96 Canada		Pending
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. 96191678.8 Filing Date: 01/11/96 China		Pending
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. 96904572.3 Filing Date: 01/11/96 Europe		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. 9705234 Filing Date: 07/10/97 Mexico		Pending
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. P-321293 Filing Date: 07/10/97 Poland	Application No. PCT/US96/01560 Filing Date: 01/11/96	Pending (Terminated)
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. RU 97113481 Filing Date: 08/8/97 Russia		Pending
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. 85100334 Filing Date: 01/12/96 Taiwan		Pending
Anhydrous Cosmetic Composition with Dermatologically Active Agents (Triple-Action)			Application No. 97073757/M Filing Date: 7/14/97 Ukraine		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Barrier Disruption Treatment for Structurally Deteriorated Skin ("Body Cream")			Application No. P960104803 (ex. 338.564) Filing Date: 10/18/96 Argentina		Pending a/k/a Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum (Topically Applied Structural Cellulite Treatment - "Thigh Cream")
Barrier Disruption Treatment for Structurally Deteriorated Skin			Application No. P19611024-4 Filing Date: 10/17/96 Brazil		Pending
Barrier Disruption Treatment for Structurally Deteriorated Skin			Application No. 2,234,975 Canada		Pending
Barrier Disruption Treatment for Structurally Deteriorated Skin			Application No. 96198429.5 Filing Date: 10/17/96 China		Pending
Barrier Disruption Treatment for Structurally Deteriorated Skin			Application No. 96936785.3 Filing Date: 10/17/96 Europe		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Barrier Disruption Treatment for Structurally Deteriorated Skin			Application No. 983066 Filing Date: 04/17/98 Mexico		Pending
Barrier Disruption Treatment for Structurally Deteriorated Skin			Application No. RU98109798 Russia	Application No. PCT/US96/16844 Filing Date: 10/17/96	Pending (Terminated)
Barrier Disruption Treatment for Structurally Deteriorated Skin			Application No. 85112719 Filing Date: 10/17/96 Taiwan		Pending
Barrier Disruption Treatment for Structurally Deteriorated Skin			Application No. 033743 Filing Date: 10/16/96 Thailand		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. P 98 01 01921 Argentina		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 9881446 Filing Date: 06/15/98 Australia		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. PI 9810062-9 Filing Date: 6/15/98 Brazil		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 1400-98 Filing Date: 6/19/98 Chile		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 98807488.5 Filing Date: 6/15/98 China		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. PV 4627- 99 Filing Date: 6/15/98 Czech Republic		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 200000045.26 Eurasia		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 98931284.8 Filing Date: 6/15/98 European Union		Pending



Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 11- 504652 Japan		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 99- 7012078 Korea		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. PI9802748 Filing Date: 6/18/98 Malaysia		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 99120939 Mexico		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant				Application No. PCT/US98/12453 Filing Date: 6/15/98	Pending Corresponding to US Provisional Appl. No. 60/050,383 and 08/885,884 (Terminated)
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 1736-99 Singapore		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 9906326-5 Singapore		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 1736-99 Filing Date: 6/15/98 Slovakia		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 99- 7012078 South Korea		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 87109600 Taiwan		Pending
Cosmetic Composition Containing a Whitening Agent and an Exfoliant			Application No. 044482 Filing Date: 6/18/98 Thailand		Pending
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			Application No: 325,998 Filing Date: 9/12/93 Argentina		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			Patent No. 697389 Dated: 10/01/98 Application No. 51272/93 Filing Date: 9/13/93 Australia		Patented
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			Patent No. 2,144,509 Dated: 5/18/99 Application No. 2,144,509 Filing Date: 9/13/93 Canada		Patented
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			Application No. 1117-93 Filing Date: 9/13/93 Chile		Pending
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			Application No. 4832 Costa Rica		Pending
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			Application No. 93922177.6 Filing Date: 9/13/93 Europe		Pending
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			Application No. 6-508208 Filing Date: 9/13/93 Japan		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			Patent No. 191976 Granted: 5/11/99 Application No. 935615 Filing Date: 9/13/93 Mexico		Patented
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			Patent No. RU2113216 Issued: 6/20/98 Application No. RU95122759 Filed: 9/13/93 Russia	Application No. PCT/US93/08583 Filing Date: 9/13/93 Priority Date: 9/14/92	Pending (Terminated)
Skin Conditioning Composition, its Application and Manufacture ("Skin Revival")			R.O.C. Letters Patent: Invention No. 96379 Issued: 8/1/98 Application No. 82109489 Filed: 11/11/93 Taiwan		Patented
Method of Ameiorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Patent No. AR 254770V1 Issued: 11/30/00 Application No. 333,287 Filing Date: 8/25/95 Argentina		Patented a/k/a: Topically Applied Structural Cellulite Treatment ("Body Cream") Visible Action Skin Revealing Lotion

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Method of Ameiorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Patent No. 722070 Issued: 7/20/00 Application No. 39583/95 Filing Date: 10/18/95 Australia		Patented
Method of Ameiorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. PI9510653-7 Filing Date: 10/18/95 Brazil		Pending
Method of Ameiorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. 2,234,968 Filing Date: 10/18/95 Canada		Pending a/k/a: Topically Applied Structural Cellulite Treatment ("Body Cream") Visible Action Skin Revealing Lotion
Method of Ameiorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. 95197988.4 Filing Date: 10/18/95 China		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. 95937481.0 Filing Date: 10/18/95 Europe		Pending
Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. P9902036 Filing Date: 10/18/95 Hungary		Pending a/k/a: Topically Applied Structural Cellulite Treatment ("Body Cream") Visible Action Skin Revealing Lotion
Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. 9-515770 Filing Date: 10/18/95 Japan		Pending
Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. 980 3065 Filing Date: 4/17/98 Mexico		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. P-326302 Filing Date: 8/24/98 Poland		Pending A/k/a: Topically Applied Structural Cellulite Treatment ("Body Cream") Visible Action Skin Revealing Lotion
Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. 84108866 Filing Date: 8/25/95 Taiwan	Application No. PCT/US95/13310 Filing Date: 10/18/95	Pending (Terminated)
Method of Ameliorating Cellulite by Disruption of the Barrier Function of the Stratum Corneum			Application No. 027731 Filing Date: 8/28/95 Thailand		Pending
Skin Anti-Aging Benefits Achieved by Corneum Protease Activation			Application No. P 00 01 03741 Filing Date: 7/20/2000 Argentina		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Skin Anti-Aging Benefits Achieved by Corneum Protease Activation			Application No. 1911- 2000 Filing Date: 7/18/2000 Chile		Pending
Skin Anti-Aging Benefits Achieved by Corneum Protease Activation			PI 20003094 Filing Date: 6/7/2000 Malaysia		Pending
Skin Anti-Aging Benefits Achieved by Corneum Protease Activation			Application No. 000719,2000 based on US 09/357,288 Peru	Application No. PCT/US0019477 Filing Date: 7/17/2000	Pending
Skin Anti-Aging Benefits Achieved by Corneum Protease Activation			Application No. 89114531 Filing Date: 7/20/2000 Taiwan		Pending
Skin Anti-Aging Benefits Achieved by Corneum Protease Activation			Application No. 26,255 Filing Date: 7/20/2000 Uruguay		Pending
Skin Anti-Aging Benefits Achieved by Corneum Protease Activation			Application No. 1595/2000/PAT Filing Date: 7/25/2000 Venezuela		Pending



Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Skin Lightening Composition Containing Magnesium Ascorbyl Phosphate and Urimontan-U 34 (Extract Formulation of Cucumber Extract and Lemon Extract)			Application No. 9933689 Filing Date: 3/30/99 Australia		Pending
Skin Lightening Composition Containing Magnesium Ascorbyl Phosphate and Urimontan-U 34 (Extract Formulation of Cucumber Extract and Lemon Extract)			Application No. 88105043 Filing Date: 3/30/99 Taiwan	Application No. PCT/US99/06794 Filing Date: 3/30/99	Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Skin Lightening Composition Containing Magnesium Ascorbyl Phosphate and Ulinontan-U 34 (Extract Formulation of Cucumber Extract and Lemon Extract)			Application No. 049689 Filing Date: 3/30/99 Thailand		Pending
Compact with Pop- Up Tray Operated by Hinged Cover ("Pop-Up Tray")			Patent No. 2083814 Issued: 1/31/95 Application No. 2,083,814-1 Filing Date: 11/25/92 Canada		Patented
Compact with Pop- Up Tray Operated by Hinged Cover ("Pop-Up Tray")			Patent No. EP0574107B1 Issued: 3/12/97 Application No. 93300265.1 Filing Date: 1/15/93 Europe		Patented
Cosmetics Compact Having Removable MakeUp Pans (Multi-Glamour Compact)			Application No. P960100895 Filing Date: 1/5/96 Argentina		Pending Formerly Sn. 334,941
Cosmetics Compact Having Removable MakeUp Pans			Patent Application No. 65311/99 filed 3/9/00 (Divisional of Australian Appl. No. 46965/96) Filing Date: 1/4/96 Australia		Pending

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Cosmetics Compact Having Removable MakeUp Pans			Application No. PI9606729-2 Filing Date: 1/4/96 Brazil		Pending
Cosmetics Compact Having Removable MakeUp Pans (Multi-Glamour Compact)			Application No. 2205931 Filing Date: 1/4/96 Canada		Pending
Cosmetics Compact Having Removable MakeUp Pans			Patent No. CN116776A Issued: 12/3/97 Application No. 96191320.7 Filing Date: 1/4/96 China		Patented
Cosmetics Compact Having Removable MakeUp Pans			Patent No. 0 801 531 Application No. 96902636.8 Filing Date: 1/4/96 Europe		Patented
Cosmetics Compact Having Removable MakeUp Pans			Application No. 8-521268 Filing Date: 1/4/96 Japan		Pending
Cosmetics Compact Having Removable MakeUp Pans			Application No. 9705071 Filing Date: 7/4/97 Mexico		Pending
Cosmetics Compact Having Removable MakeUp Pans			Application No. PCT/US96/00299 Filing Date: 1/4/96		Pending (Terminated)

Patent Description	Registered Owner	Conveying Party (If Different from Registered Owner)	Application, Registration or Patent Number	PCT Number (Only if no Application or Registration Number)	Expiration Date
Cosmetics Compact Having Removable MakeUp Pans (Multi-Glamour Compact)			Application No. P-321207 Filing Date: 7/24/97 Poland		Pending
Cosmetics Compact Having Removable MakeUp Pans			Patent No. 2160028 Issued: 12/10/2000 Application No. RU97113721 Filing Date: 1/4/96 Russia		Pending
Cosmetics Compact Having Removable MakeUp Pans			Patent No. 41133 Application No. 9702241- 2 Filing Date: 1/4/96 Singapore		Patented
Cosmetics Compact Having Removable MakeUp Pans (Multi-Glamour Compact)			Patent No. 125369 Application No. 85211933 Filing Date: 1/12/96 Taiwan		Patented
Cosmetics Compact Having Removable MakeUp Pans			Patent No. UA 32601 Issued: 2/15/01 Application No. UA 97052546/M Filing Date: 1/4/96 Ukraine		Patented

**SCHEDULE III**  
to the  
**Guarantee and Collateral Agreement—Cont.**

**Mary Kay Foreign Trademark Registrations and Registration Applications**

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Estonia	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Finland	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Norway	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Spain	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Argentina	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Lithuania	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Czech Republic	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Russian Federation	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Slovak Republic	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Dominican Republic	ACAPELLA	50	REGISTERED	MARY KAY INC.
		Latvia	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Canada	ACAPELLA	3	REGISTERED	MARY KAY INC.
		United Kingdom	ACAPELLA	3	REGISTERED	MARY KAY COSMETICS INC.
		China (People's Republic Of)	ACAPELLA	3	REGISTERED	MARY KAY INC.
		German	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Vietnam	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Portugal	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Chile	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Mexico	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Thailand	ACAPELLA	48	REGISTERED	MARY KAY INC.
		Poland	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Hungary	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Guatemala	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Uruguay	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Sweden	ACAPELLA	3	REGISTERED	MARY KAY INC.
		Thailand	ACAPELLA (Thai)	3	REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		China (People's Republic Of)	ACTION	3	REGISTERED	MARY KAY INC.
		Latvia	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Sweden	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Spain	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Vietnam	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		German	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Australia	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		France	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Portugal	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Mexico	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Kazakhstan	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Canada	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Austria	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Finland	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Belarus	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Malaysia	ANGELFIRE	3	PENDING APPLICATION	MARY KAY INC.
		Poland	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		New Zealand	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Chile	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Uruguay	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Slovak Republic	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Lithuania	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Australia	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Guatemala	ANGELFIRE	3	REGISTERED	MARY KAY COSMETICS INC.
		Russian Federation	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Hungary	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Czech Republic	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Norway	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Estonia	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Italy	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		New Zealand	ANGELFIRE	3	REGISTERED	MARY KAY INC.
		Canada	ANGELFIRE (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		German	ANGELFIRE (SCRIPT)	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Chile	ANGELFIRE (SCRIPT)	3	REGISTERED	MARY KAY INC.
		Panama	ANGELFIRE (SCRIPT)	3	REGISTERED	MARY KAY INC.
		Uruguay	ANGELFIRE (SCRIPT)	3	REGISTERED	MARY KAY INC.
		Costa Rica	ANGELFIRE (SCRIPT)	3	REGISTERED	MARY KAY INC.
		Guatemala	ANGELFIRE (SCRIPT)	3	PENDING APPLICATION	MARY KAY COSMETICS INC.
		Thailand	ANGELFIRE (Thai)	3	REGISTERED	MARY KAY INC.
		Japan	APPLAUSE	16	REGISTERED	MARY KAY INC.
		Canada	ATTIVO	3	PENDING APPLICATION	MARY KAY INC.
		Australia	AVENIR	3	REGISTERED	MARY KAY INC.
		Italy	AVENIR	3	REGISTERED	MARY KAY INC.
		Ukraine	AVOIR	3	PENDING APPLICATION	MARY KAY INC.
		Hungary	AVOIR	3	PENDING APPLICATION	MARY KAY INC.
		Czech Republic	AVOIR	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic of)	AVOIR	3	REGISTERED	MARY KAY INC.
		Mexico	AVOIR	3	PENDING APPLICATION	MARY KAY INC.
		Guatemala	AVOIR	3	PENDING APPLICATION	MARY KAY INC.
		United Kingdom	AVOIR	3	REGISTERED	MARY KAY INC.
		Thailand	AVOIR	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	AVOIR	3	PENDING APPLICATION	MARY KAY INC.
		Singapore	AVOIR	3	PENDING APPLICATION	MARY KAY INC.
		Spain	AVOIR	3	PENDING APPLICATION	MARY KAY INC.
		El Salvador	BALANCED RESPONSE	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	BALANCED RESPONSE	3	REGISTERED	MARY KAY INC.
		Argentina	BALANCED RESPONSE	3	REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Dominican Republic	BALANCED RESPONSE	3	REGISTERED	MARY KAY INC.
		Brazil	BALANCED RESPONSE	3	REGISTERED	MARY KAY INC.
		Canada	BALANCED RESPONSE		REGISTERED	MARY KAY INC.
		Chile	BALANCED RESPONSE	3	REGISTERED	MARY KAY INC.
		Australia	BALANCING ACT	5	PENDING APPLICATION	MARY KAY INC.
		Canada	BALANCING ACT	5	PENDING APPLICATION	MARY KAY INC.
		New Zealand	BALANCING ACT	5	PENDING APPLICATION	MARY KAY INC.
		New Zealand	BALANCING ACT (Logo)	5	PENDING APPLICATION	MARY KAY INC.
		Australia	BALANCING ACT (Logo)	5	PENDING APPLICATION	MARY KAY INC.
		Canada	BALANCING ACT (Logo)	5	PENDING APPLICATION	MARY KAY INC.
		Canada	BALANCING ACT (Logo)	5	PENDING APPLICATION	MARY KAY INC.
		Canada	BALANCING ACT POWER NUGGETS	30	PENDING APPLICATION	MARY KAY INC.
		Mexico	BE ME	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	BE ME		REGISTERED	MARY KAY INC.
		Russian Federation	BE ME		REGISTERED	MARY KAY INC.
		European Union	BE ME		REGISTERED	MARY KAY INC.
		Canada	BE ME		PENDING APPLICATION	MARY KAY INC.
		Canada	BE ME		PENDING APPLICATION	MARY KAY INC.
		Canada	BE SCENE	3	PENDING APPLICATION	MARY KAY INC.
		Hong Kong	BELARA	3	REGISTERED	MARY KAY INC.
		European Union	BELARA	3	REGISTERED	MARY KAY INC.
		New Zealand	BELARA	3	REGISTERED	MARY KAY INC.
		Hungary	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	BELARA	3	REGISTERED	MARY KAY INC.
		Malaysia	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		Australia	BELARA	3	REGISTERED	MARY KAY INC.



Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Dominican Republic	BELARA	3	REGISTERED	MARY KAY INC.
		Philippines	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	BELARA	3	REGISTERED	MARY KAY INC.
		Argentina	BELARA	3	REGISTERED	MARY KAY INC.
		Latvia	BELARA	3	REGISTERED	MARY KAY INC.
		Lithuania	BELARA	3	REGISTERED	MARY KAY INC.
		Slovak Republic	BELARA	3	REGISTERED	MARY KAY INC.
		El Salvador	BELARA	3	REGISTERED	MARY KAY INC.
		Mexico	BELARA	3	REGISTERED	MARY KAY INC.
		Ukraine	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		Belarus	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		Chile	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	BELARA	3	REGISTERED	MARY KAY INC.
		Mexico	BELARA	3	REGISTERED	MARY KAY INC.
		Argentina	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		Canada	BELARA	3	REGISTERED	MARY KAY INC.
		European Union	BELARA	3	REGISTERED	MARY KAY INC.
		Estonia	BELARA	3	REGISTERED	MARY KAY INC.
		South Korea	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		Venezuela	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		Brazil	BELARA	3	PENDING APPLICATION	MARY KAY INC.
		Czech Republic	BELARA	3	REGISTERED	MARY KAY INC.
		Guatemala	BELARA	3	REGISTERED	MARY KAY INC.
		Japan	BELARA	3	REGISTERED	MARY KAY INC.
		Thailand	BELARA	3	REGISTERED	MARY KAY INC.
		Singapore	BELARA	3	REGISTERED	MARY KAY INC.
		Taiwan	BELARA (in Chinese characters)	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		China (People's Republic Of)	BELLE ESSENCE	5	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	BELLE ESSENCE (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		Mexico	BELLEZA TOTAL	16	REGISTERED	MARY KAY INC.
		Argentina	BELLEZA TOTAL	16	REGISTERED	MARY KAY INC.
		Chile	BELLEZA TOTAL	16	PENDING APPLICATION	MARY KAY COSMETICS INC.
		Canada	BLESSINGS		PENDING APPLICATION	MARY KAY INC.
		Canada	BLESSINGS		PENDING APPLICATION	MARY KAY INC.
		Norway	BRISANTE	3	REGISTERED	MARY KAY INC.
		Finland	BRISANTE	3	REGISTERED	MARY KAY INC.
		Latvia	BRISANTE	3	REGISTERED	MARY KAY INC.
		Kazakhstan	BRISANTE	3	REGISTERED	MARY KAY INC.
		Italy	BRISANTE	3	REGISTERED	MARY KAY INC.
		Spain	BRISANTE	3	REGISTERED	MARY KAY INC.
		Slovak Republic	BRISANTE	3	REGISTERED	MARY KAY INC.
		Russian Federation	BRISANTE	3	REGISTERED	MARY KAY INC.
		Czech Republic	BRISANTE	3	REGISTERED	MARY KAY INC.
		German	BRISANTE	3	REGISTERED	MARY KAY INC.
		Hungary	BRISANTE	3	REGISTERED	MARY KAY INC.
		Belarus	BRISANTE	3	REGISTERED	MARY KAY INC.
		Poland	BRISANTE	3	REGISTERED	MARY KAY INC.
		Lithuania	BRISANTE	3	REGISTERED	MARY KAY INC.
		Estonia	BRISANTE	3	REGISTERED	MARY KAY INC.
		United Kingdom	BRISANTE	3	REGISTERED	MARY KAY COSMETICS INC.
		Portugal	BRISANTE	3	REGISTERED	MARY KAY INC.
		Sweden	BRISANTE	3	REGISTERED	MARY KAY INC.
		Costa Rica	BY SPECIAL INVITATION	42	REGISTERED	MARY KAY INC.
		Norway	BY SPECIAL INVITATION	35, 39	REGISTERED	MARY KAY INC.
		Italy	CALAIS	3	REGISTERED	MARY KAY INC.
		Ukraine	CALMING INFLUENCE	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Taiwan	CALMING INFLUENCE	3	REGISTERED	MARY KAY INC.
		Argentina	CALMING INFLUENCE	3	PENDING APPLICATION	MARY KAY INC.
		Canada	CALMING INFLUENCE		REGISTERED	MARY KAY INC.
		Russian Federation	CALMING INFLUENCE	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	CALMING INFLUENCE (in Chinese characters)	3	PENDING APPLICATION	MARY KAY INC.
		Australia	CANDOR	3	REGISTERED	MARY KAY INC.
		Canada	CANDOR		REGISTERED	MARY KAY INC.
		Mexico	CARA A CARA	3	REGISTERED	MARY KAY INC.
		Canada	COLOR EDITION		PENDING APPLICATION	MARY KAY INC.
		Kazakhstan	COLOR SHIELD	3	REGISTERED	MARY KAY INC.
		Russian Federation	COLOR SHIELD	3	REGISTERED	MARY KAY INC.
		Mexico	COLORIFIC	3	REGISTERED	MARY KAY INC.
		Argentina	COLORIFIC	3	REGISTERED	MARY KAY INC.
		Spain	COLORLOGIC	42	REGISTERED	MARY KAY INC.
		Costa Rica	COLORLOGIC	41	REGISTERED	MARY KAY INC.
		Germany	COLORSELECT	42	REGISTERED	MARY KAY INC.
		El Salvador	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Vietnam	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Taiwan	COLORSELECT	10	REGISTERED	MARY KAY INC.
		Italy	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Venezuela	COLORSELECT	42	PENDING APPLICATION	MARY KAY INC.
		Portugal	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Spain	COLORSELECT	42	REGISTERED	MARY KAY INC.
		South Korea	COLORSELECT	42	PENDING APPLICATION	MARY KAY INC.
		Mexico	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Japan	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Argentina	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Russian Federation	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Malaysia	COLORSELECT	44	PENDING APPLICATION	MARY KAY INC.
		Estonia	COLORSELECT	42	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Latvia	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Sweden	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Canada	COLORSELECT		REGISTERED	MARY KAY INC.
		Costa Rica	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Brazil	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Kazakhstan	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Lithuania	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Philippines	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Thailand	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Poland	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Chile	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Guatemala	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Belarus	COLORSELECT	42	PENDING APPLICATION	MARY KAY INC.
		Belux	COLORSELECT	42	REGISTERED	MARY KAY INC.
		Canada	COLOUR SHIELD		REGISTERED	MARY KAY INC.
		Canada	GRAVE	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	CREANDO UN HERMOSO FUTURO PARA LA MUJER EN TODO EL MUNDO	42	REGISTERED	MARY KAY INC.
		Argentina	CREANDO UN HERMOSO FUTURO PARA LA MUJER EN TODO EL MUNDO	41	REGISTERED	MARY KAY INC.
		Argentina	CREANDO UN HERMOSO FUTURO PARA LA MUJER EN TODO EL MUNDO	35	REGISTERED	MARY KAY INC.
		Mexico	CREANDO UN HERMOSO FUTURO PARA LA MUJER EN TODO EL MUNDO	42	REGISTERED	MARY KAY INC.
		Mexico	CREANDO UN HERMOSO FUTURO PARA LA MUJER EN TODO EL MUNDO	42	REGISTERED	MARY KAY INC.
		Mexico	CREANDO UN HERMOSO FUTURO PARA LA MUJER EN TODO EL MUNDO	41	REGISTERED	MARY KAY INC.
		Canada	CREATING A BETTER-BALANCED LIFE!	16	REGISTERED	MARY KAY INC.
		Canada	CREATING A BETTER-BALANCED LIFE! WOMEN & SUCCESS	16	REGISTERED	MARY KAY INC.
		Canada	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD		REGISTERED	MARY KAY INC.
		United Kingdom	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD	35, 41, 42	REGISTERED	MARY KAY INC.
		Malaysia	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD	41	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Australia	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD	41, 42	REGISTERED	MARY KAY INC.
		Belarus	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD (Belarussian Translation)	35, 41, 42	PENDING APPLICATION	MARY KAY INC.
		Estonia	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD (Estonian Translation)	35, 41, 42	REGISTERED	MARY KAY INC.
		Lithuania	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD (In Lithuanian language)	35, 41, 42	REGISTERED	MARY KAY INC.
		Kazakhstan	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD (Kazakh translation)	35, 41, 42	REGISTERED	MARY KAY INC.
		Latvia	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD (Latvian Translation)	35, 41, 42	REGISTERED	MARY KAY INC.
		Slovak Republic	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD (Slovak)	35, 41, 42	REGISTERED	MARY KAY INC.
		Ukraine	CREATING BEAUTIFUL FUTURES FOR WOMEN AROUND THE WORLD (Ukrainian translation)	35, 42	PENDING APPLICATION	MARY KAY INC.
		Portugal	CRANDO FUTUROS DE SUCESSO PARA AS MULHERES EM TODO O MUNDO	35, 41, 42	REGISTERED	MARY KAY INC.
		Czech Republic	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		Dominican Republic	DAILY BENEFITS	11	REGISTERED	MARY KAY INC.
		China (People's Republic O Philippines	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
			DAILY BENEFITS	5	PENDING APPLICATION	MAY KAY INC.
		Latvia	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		Estonia	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		Belarus	DAILY BENEFITS	5	PENDING APPLICATION	MARY KAY INC.
		Argentina	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		Lithuania	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		Japan	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		Malaysia	DAILY BENEFITS	5	PENDING APPLICATION	MARY KAY INC.
		Switzerland	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		Mexico	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		New Zealand	DAILY BENEFITS	5	PENDING APPLICATION	MARY KAY INC.
		Taiwan	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		European Union	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		Hungary	DAILY BENEFITS	5	REGISTERED	MARY KAY INC.
		Canada	DAILY BENEFITS		PENDING APPLICATION	MARY KAY INC.
		Taiwan	DAILY BENEFITS (in Chinese)	5	PENDING APPLICATION	MARY KAY INC.
		Japan	DAILY BENEFITS (Katakana)	5	REGISTERED	MARY KAY INC.
		Taiwan	DAILY BENEFITS - VIRTUAL BEAUTY	5	REGISTERED	MARY KAY INC.
		South Korea	DAILY BENEFITS - VIRTUAL BEAUTY	5	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic)	DAILY BENEFITS - VIRTUAL BEAUTY	5	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	DAILY BENEFITS - VIRTUAL BEAUTY (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		Taiwan	DAILY BENEFITS - VIRTUAL BEAUTY (in Chinese characters)	5	REGISTERED	MARY KAY INC.
		South Korea	DAILY BENEFITS - VIRTUAL BEAUTY (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		Hong Kong	DAILY BENEFITS - VIRTUAL BEAUTY (in English and Chinese)	5	PENDING APPLICATION	MARY KAY INC.
		Venezuela	DAILY BENEFITS FOR MEN	5	PENDING APPLICATION	MARY KAY INC.
		Venezuela	DAILY BENEFITS FOR WOMEN	5	PENDING APPLICATION	MARY KAY INC.
		Taiwan	DAILY BENEFITS SUMMING BALANCING TABLET (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		Taiwan	DAILY BENEFITS SLIMMING NUTRITIONAL PACK (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		Japan	DAY PROTECTION 365	3	PENDING APPLICATION	MARY KAY INC.
		Japan	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Ukraine	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Austria	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Euro Union	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Portugal	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Uruguay	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Hong Kong	DAY RADIANCE	3	REGISTERED	MARY KAY COSMETICS INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Russian Federation	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		France	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		El Salvador	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		German	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Argentina	DAY RADIANCE	16	REGISTERED	MARY KAY INC.
		Canada	DAY RADIANCE	50	REGISTERED	MARY KAY INC.
		Dominican Republic	DAY RADIANCE	50	REGISTERED	MARY KAY INC.
		South Korea	DAY RADIANCE	3	PENDING APPLICATION	MARY KAY INC.
		Italy	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Guatemala	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Poland	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Belarus	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Mexico	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Brazil	DAY RADIANCE	3	PENDING APPLICATION	MARY KAY INC.
		Hungary	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Lithuania	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Costa Rica	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Czech Republic	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		New Zealand	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Australia	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Chile	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Taiwan	DAY RADIANCE	6	REGISTERED	MARY KAY INC.
		Kazakhstan	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Estonia	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Thailand	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Singapore	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Philippines	DAY RADIANCE	3	PENDING APPLICATION	MARY KAY INC.
		Latvia	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Japan	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Venezuela	DAY RADIANCE	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Slovak Republic	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Malaysia	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Spain	DAY RADIANCE	3	REGISTERED	MARY KAY INC.
		Taiwan	DAY RADIANCE (Chinese characters)	6	REGISTERED	MARY KAY INC.
		Taiwan	DAY RADIANCE (Chinese characters)	6	REGISTERED	MARY KAY INC.
		Brazil	DESCOBERTA. DEVOCAO.DIRECAO. (PORTUGUESE TRANSLATION)	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	DESCUBRIMIENTO. DEVOCION. DIRECCION.	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	DESCUBRIMIENTO. DEVOCION. DIRECCION.	3	REGISTERED	MARY KAY INC.
		Taiwan	DIETARY FIBER/SLIMMING (In Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		Canada	DIRECTIONS		PENDING APPLICATION	MARY KAY INC.
		Taiwan	DISCOVERY. DEVOTION. DIRECTION.	3	REGISTERED	MARY KAY INC.
		South Korea	DISCOVERY. DEVOTION. DIRECTION.	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	DISCOVERY. DEVOTION. DIRECTION.	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	DISCOVERY. DEVOTION. DIRECTION.	3	REGISTERED	MARY KAY INC.
		European Union	DISCOVERY. DEVOTION. DIRECTION.	3	REGISTERED	MARY KAY INC.
		Canada	DISCOVERY. DEVOTION. DIRECTION.	3	PENDING APPLICATION	MARY KAY INC.
		Dominican Republic	DOMAIN	50	REGISTERED	MARY KAY INC.
		South Korea	DOMAIN	3	PENDING APPLICATION	MARY KAY INC.
		Venezuela	DOMAIN	3	PENDING APPLICATION	MARY KAY INC.
		Brunei Darussalam	DOMAIN	3	REGISTERED	MARY KAY INC.
		Euro can Union	DOMAIN	3	REGISTERED	MARY KAY INC.
		Hon Kong	DOMAIN	3	REGISTERED	MARY KAY INC.
		Taiwan	DOMAIN	3	REGISTERED	MARY KAY INC.
		Australia	DOMAIN	3	REGISTERED	MARY KAY INC.
		Argentina	DOMAIN	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	DOMAIN	3	PENDING APPLICATION	MARY KAY INC.



Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Russian Federation	DOMAIN	3	REGISTERED	MARY KAY INC.
		Portugal	DOMAIN	3	REGISTERED	MARY KAY INC.
		Canada	DOMAIN	3	REGISTERED	MARY KAY INC.
		Czech Republic	DOMAIN	3	REGISTERED	MARY KAY INC.
		El Salvador	DOMAIN	3	REGISTERED	MARY KAY INC.
		Ukraine	DOMAIN	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic)	DOMAIN	3	PENDING APPLICATION	MARY KAY INC.
		Kazakhstan	DOMAIN	3	REGISTERED	MARY KAY INC.
		Latvia	DOMAIN	3	REGISTERED	MARY KAY INC.
		Lithuania	DOMAIN	3	REGISTERED	MARY KAY INC.
		Malaysia	DOMAIN	3	PENDING APPLICATION	MARY KAY INC.
		Philippines	DOMAIN	3	PENDING APPLICATION	MARY KAY INC.
		Poland	DOMAIN	3	PENDING APPLICATION	MARY KAY INC.
		Thailand	DOMAIN	3	REGISTERED	MARY KAY INC.
		China (People's Republic)	DOMAIN (Chinese Characters)	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	DOMAIN (Chinese Characters)	3	REGISTERED	MARY KAY INC.
		Canada	ECLAT DU JOUR (DAY RADIANCE)	3	REGISTERED	MARY KAY INC.
		German	ELEGRA	3	REGISTERED	MARY KAY INC.
		Slovak Republic	ELEGRA	3	REGISTERED	MARY KAY INC.
		United Kingdom	ELEGRA	3	REGISTERED	MARY KAY INC.
		Portugal	ELEGRA	3	PENDING APPLICATION	MARY KAY INC.
		Hungary	ELEGRA	3	REGISTERED	MARY KAY INC.
		Ukraine	ELEGRA	3	PENDING APPLICATION	MARY KAY INC.
		Chile	ELEGRA	3	REGISTERED	MARY KAY INC.
		Taiwan	ELEGRA	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	ELEGRA	3	REGISTERED	MARY KAY INC.
		Thailand	ELEGRA	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Russian Federation	ELEGRA	3	REGISTERED	MARY KAY INC.
		Dominican Republic	ELEGRA	3	REGISTERED	MARY KAY INC.
		New Zealand	ELEGRA	3	REGISTERED	MARY KAY INC.
		Czech Republic	ELEGRA	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	ELEGRA	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	ELEMENTALS	5	PENDING APPLICATION	MARY KAY INC.
		South Korea	ELEMENTALS	5	PENDING APPLICATION	MARY KAY INC.
		Taiwan	ELEMENTALS (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		South Korea	ELEMENTALS (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		Hong Kong	ELEMENTALS (in English and Chinese)	5	PENDING APPLICATION	MARY KAY INC.
		Argentina	ELIGE	3	PENDING APPLICATION	MARY KAY INC.
		New Zealand	ELIGE	3	REGISTERED	MARY KAY INC.
		Mexico	ELIGE	3	REGISTERED	MARY KAY INC.
		Malaysia	ELIGE	3	PENDING APPLICATION	MARY KAY INC.
		Hungary	ELIGE	3	REGISTERED	MARY KAY INC.
		Guatemala	ELIGE	3	REGISTERED	MARY KAY INC.
		German	ELIGE	3	REGISTERED	MARY KAY INC.
		South Korea	ELIGE	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	ELIGE	3	REGISTERED	MARY KAY INC.
		European Union	ELIGE	3	REGISTERED	MARY KAY INC.
		Australia	ELIGE	3	REGISTERED	MARY KAY INC.
		Canada	ELIGE	3	REGISTERED	MARY KAY INC.
		El Salvador	ELIGE	3	REGISTERED	MARY KAY INC.
		Philippines	ELIGE	3	PENDING APPLICATION	MARY KAY INC.
		Poland	ELIGE	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Hon Kong	ELIGE	3	REGISTERED	MARY KAY INC.
		Czech Republic	ELIGE	3	REGISTERED	MARY KAY INC.
		Brazil	ELIGE	3,20	PENDING APPLICATION	MARY KAY INC.
		Estonia	ELIGE	3	REGISTERED	MARY KAY INC.
		Portugal	ELIGE	3	REGISTERED	MARY KAY INC.
		Russian Federation	ELIGE	3	REGISTERED	MARY KAY INC.
		Singapore	ELIGE	3	REGISTERED	MARY KAY INC.
		Lithuania	ELIGE	3	REGISTERED	MARY KAY INC.
		Dominican Republic	ELIGE	3	REGISTERED	MARY KAY INC.
		Slovak Republic	ELIGE	3	REGISTERED	MARY KAY INC.
		Taiwan	ELIGE	3	PENDING APPLICATION	MARY KAY INC.
		Thailand	ELIGE	3	REGISTERED	MARY KAY INC.
		Ukraine	ELIGE	3	REGISTERED	MARY KAY INC.
		United Kingdom	ELIGE	3	REGISTERED	MARY KAY INC.
		Venezuela	ELIGE	3	PENDING APPLICATION	MARY KAY INC.
		Belarus	ELIGE	3	REGISTERED	MARY KAY INC.
		Latvia	ELIGE	3	REGISTERED	MARY KAY INC.
		Hong Kong	ELIGE (In Chinese characters)	3	REGISTERED	MARY KAY INC.
		South Korea	ENDLESS PERFORMANCE	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	ENDLESS PERFORMANCE MASCARA (Chinese)	3	REGISTERED	MARY KAY INC.
		Dominican Republic	ENERGY BLAST	50	REGISTERED	MARY KAY INC.
		Dominican Republic	ENERGY BLAST	8	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	ENRICH WOMEN'S LIVES (design mark)	42	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	ENRICH WOMEN'S LIVES (design mark)	16	PENDING APPLICATION	MARY KAY INC.
		Mexico	EXPRESSENCE	3	REGISTERED	MARY KAY INC.
		German	EXPRESSENCE	3	REGISTERED	MARY KAY INC.
		Hon Kong	EXPRESSENCE	3	REGISTERED	MARY KAY INC.
		Hungary	EXQUISITE	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Mexico	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Canada	EXQUISITE		REGISTERED	MARY KAY INC.
		Vietnam	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Canada	EXQUISITE		REGISTERED	MARY KAY INC.
		Thailand	EXQUISITE	3	REGISTERED	MARY KAY COSMETICS INC.
		Poland	EXQUISITE	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Italy	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Argentina	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Chile	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Panama	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Portugal	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Argentina	EXQUISITE	3	REGISTERED	MARY KAY INC.
		France	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Uruguay	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Guatemala	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Russian Federation	EXQUISITE	3	REGISTERED	MARY KAY INC.
		Taiwan	EXUBERANCE	3	REGISTERED	MARY KAY INC.
		European Union	EXUBERANCE	3	REGISTERED	MARY KAY INC.
		Mexico	EXUBERANCE	3	REGISTERED	MARY KAY INC.
		Canada	EXUBERANCE	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	EXUBERANCE	3	REGISTERED	MARY KAY INC.
		European Union	EYESICLES	3	REGISTERED	MARY KAY INC.
		Taiwan	EYESICLES	3	REGISTERED	MARY KAY INC.
		Russian Federation	EYESICLES	3	REGISTERED	MARY KAY INC.
		Brazil	EYESICLES	3	PENDING APPLICATION	MARY KAY INC.
		South Korea	EYESICLES	3	PENDING APPLICATION	MARY KAY INC.
		Chile	EYESICLES	3	REGISTERED	MARY KAY INC.
		Argentina	EYESICLES	3	REGISTERED	MARY KAY INC.
		Switzerland	EYESICLES	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Canada	EYESICLES	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	EYESICLES	3	REGISTERED	MARY KAY INC.
		Venezuela	EYESICLES	3	PENDING APPLICATION	MARY KAY INC.
		El Salvador	EYESICLES	3	REGISTERED	MARY KAY INC.
		Canada	FACE TO FACE		REGISTERED	MARY KAY INC.
		Spain	FACE TO FACE	42	REGISTERED	MARY KAY INC.
		Germany	FACE TO FACE	9, 16, 42	REGISTERED	MARY KAY INC.
		Spain	FACE TO FACE	16	REGISTERED	MARY KAY INC.
		Spain	FACE TO FACE	3	REGISTERED	MARY KAY INC.
		Argentina	FACE TO FACE	42	REGISTERED	MARY KAY INC.
		Dominican Republic	FACE TO FACE	70	REGISTERED	MARY KAY INC.
		Argentina	FACE TO FACE	3	REGISTERED	MARY KAY INC.
		Mexico	FACE TO FACE	42	REGISTERED	MARY KAY INC.
		Dominican Republic	FACE TO FACE	63	REGISTERED	MARY KAY INC.
		Australia	FACE TO FACE	42	PENDING APPLICATION	MARY KAY INC.
		Sweden	FACE TO FACE	3, 9, 16, 42	REGISTERED	MARY KAY INC.
		Mexico	FACE TO FACE	3	REGISTERED	MARY KAY INC.
		Mexico	FACE TO FACE	16	REGISTERED	MARY KAY INC.
		Australia	FACE TO FACE	3	REGISTERED	MARY KAY INC.
		Taiwan	FACE TO FACE	6	REGISTERED	MARY KAY INC.
		Russian Federation	FACE TO FACE	3, 9, 16, 42	REGISTERED	MARY KAY INC.
		Germany	FACE TO FACE	3	REGISTERED	MARY KAY INC.
		Thailand	FACE TO FACE	3	REGISTERED	MARY KAY INC.
		Argentina	FACETS	3	REGISTERED	MARY KAY INC.
		Chile	FACETS	3	REGISTERED	MARY KAY INC.
		Taiwan	FACIAL WHITENING NIGHT CREAM (in Chinese characters)	3	PENDING APPLICATION	MARY KAY INC.
		Canada	FAVORITE THINGS	3	PENDING APPLICATION	MARY KAY INC.
		European Union	FAVORITE THINGS	3, 4	PENDING APPLICATION	MARY KAY INC.
		Australia	FAVORITE THINGS	3, 4	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Slovak Republic	FLORAL DESIGN	3, 16, 18, 21	REGISTERED	MARY KAY INC.
		Spain	FLORAL DESIGN	21	REGISTERED	MARY KAY INC.
		Portugal	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Lithuania	FLORAL DESIGN	14, 16, 18, 21	REGISTERED	MARY KAY INC.
		Brazil	FLORAL DESIGN	18	REGISTERED	MARY KAY INC.
		Norway	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Poland	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Malaysia	FLORAL DESIGN	21	REGISTERED	MARY KAY INC.
		El Salvador	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Japan	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Venezuela	FLORAL DESIGN	14	PENDING APPLICATION	MARY KAY INC.
		Hon Kong	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Japan	FLORAL DESIGN	21	REGISTERED	MARY KAY INC.
		Australia	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Mexico	FLORAL DESIGN	25	REGISTERED	MARY KAY INC.
		Malaysia	FLORAL DESIGN	16	PENDING APPLICATION	MARY KAY INC.
		Taiwan	FLORAL DESIGN	43	REGISTERED	MARY KAY INC.
		New Zealand	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Venezuela	FLORAL DESIGN	21	PENDING APPLICATION	MARY KAY INC.
		Malaysia	FLORAL DESIGN	18	PENDING APPLICATION	MARY KAY INC.
		Japan	FLORAL DESIGN	25	REGISTERED	MARY KAY INC.
		El Salvador	FLORAL DESIGN	18	REGISTERED	MARY KAY INC.
		Portugal	FLORAL DESIGN	14	REGISTERED	MARY KAY INC.
		Portugal	FLORAL DESIGN	25	REGISTERED	MARY KAY INC.
		Singapore	FLORAL DESIGN	18	REGISTERED	MARY KAY INC.
		Malaysia	FLORAL DESIGN	3	PENDING APPLICATION	MARY KAY INC.
		Spain	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Belarus	FLORAL DESIGN	14, 16, 18, 21	REGISTERED	MARY KAY INC.
		South Korea	FLORAL DESIGN	25	APPLICATION PENDING	MARY KAY INC.
		South Korea	FLORAL DESIGN	21	PENDING APPLICATION	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Finland	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		South Korea	FLORAL DESIGN	18	PENDING APPLICATION	MARY KAY INC.
		Thailand	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Russian Federation	FLORAL DESIGN	3, 14, 16, 18, 21	REGISTERED	MARY KAY INC.
		Venezuela	FLORAL DESIGN	18	PENDING APPLICATION	MARY KAY INC.
		El Salvador	FLORAL DESIGN	21	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		El Salvador	FLORAL DESIGN	16	REGISTERED	MARY KAY INC.
		El Salvador	FLORAL DESIGN	14	REGISTERED	MARY KAY INC.
		Dominican Republic	FLORAL DESIGN	63	REGISTERED	MARY KAY INC.
		Uruguay	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Japan	FLORAL DESIGN	18	REGISTERED	MARY KAY INC.
		Belarus	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		South Korea	FLORAL DESIGN	16	PENDING APPLICATION	MARY KAY INC.
		South Korea	FLORAL DESIGN	14	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic	FLORAL DESIGN	21	REGISTERED	MARY KAY INC.
		China (People's Republic	FLORAL DESIGN	18	REGISTERED	MARY KAY INC.
		Singapore	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Portugal	FLORAL DESIGN	16	REGISTERED	MARY KAY INC.
		Mexico	FLORAL DESIGN	14	REGISTERED	MARY KAY INC.
		Venezuela	FLORAL DESIGN	16	PENDING APPLICATION	MARY KAY INC.
		Thailand	FLORAL DESIGN	42	REGISTERED	MARY KAY INC.
		Singapore	FLORAL DESIGN	21	REGISTERED	MARY KAY INC.
		Germany	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Czech Republic	FLORAL DESIGN	3, 16, 18, 21	REGISTERED	MARY KAY INC.
		Kazakhstan	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Ukraine	FLORAL DESIGN	3	REGISTERED	MARY KAY COSMETICS.
		Taiwan	FLORAL DESIGN	65	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Mexico	FLORAL DESIGN	16	REGISTERED	MARY KAY INC.
		Estonia	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		United Kingdom	FLORAL DESIGN	16,18,21	REGISTERED	MARY KAY INC.
		European Union	FLORAL DESIGN	3,16,18,21	REGISTERED	MARY KAY INC.
		Thailand	FLORAL DESIGN	18	REGISTERED	MARY KAY INC.
		Sweden	FLORAL DESIGN	3,16, 18, 21	REGISTERED	MARY KAY INC.
		Latvia	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Taiwan	FLORAL DESIGN	6	REGISTERED	MARY KAY INC.
		Spain	FLORAL DESIGN	16	REGISTERED	MARY KAY INC.
		Kazakhstan	FLORAL DESIGN	35	REGISTERED	MARY KAY INC.
		Taiwan	FLORAL DESIGN	53	REGISTERED	MARY KAY INC.
		Vietnam	FLORAL DESIGN	3,16,18,21	REGISTERED	MARY KAY INC.
		Brazil	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Switzerland	FLORAL DESIGN	3, 14, 16, 18, 21	REGISTERED	MARY KAY INC.
		Japan	FLORAL DESIGN	16	REGISTERED	MARY KAY INC.
		Canada	FLORAL DESIGN	70	REGISTERED	MARY KAY INC.
		Dominican Republic	FLORAL DESIGN	16	REGISTERED	MARY KAY INC.
		Brazil	FLORAL DESIGN	16	PENDING APPLICATION	MARY KAY INC.
		Hungary	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Argentina	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Hungary	FLORAL DESIGN	14,16,25	REGISTERED	MARY KAY INC.
		Singapore	FLORAL DESIGN	16	REGISTERED	MARY KAY INC.
		Japan	FLORAL DESIGN	14	REGISTERED	MARY KAY INC.
		Canada	FLORAL DESIGN	14	REGISTERED	MARY KAY INC.
		South Korea	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Dominican Republic	FLORAL DESIGN	65	PENDING APPLICATION	MARY KAY INC.
		Lithuania	FLORAL DESIGN	3	REGISTERED	MARY KAY COSMETICS.
		Mexico	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	FLORAL DESIGN	16	REGISTERED	MARY KAY INC.
		Chile	FLORAL DESIGN	3	REGISTERED	MARY KAY INC.
		Taiwan	FLORAL DESIGN	49	REGISTERED	MARY KAY INC.



Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Ukraine	FLORAL DESIGN	42	REGISTERED	MARY KAY INC.
		Spain	FLORAL DESIGN	18	REGISTERED	MARY KAY INC.
		Latvia	FLORAL DESIGN	14,16, 18, 21	REGISTERED	MARY KAY INC.
		Venezuela	FLORAL DESIGN	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	FLORAL DESIGN	51	REGISTERED	MARY KAY INC.
		Taiwan	FLORAL DESIGN	50	REGISTERED	MARY KAY INC.
		Taiwan	FLORAL DESIGN	48	REGISTERED	MARY KAY INC.
		Estonia	FLORAL DESIGN	14,16, 18, 21	REGISTERED	MARY KAY INC.
		Thailand	FLORAL DESIGN	16	REGISTERED	MARY KAY INC.
		Philippines	FLORAL DEVICE	3	PENDING APPLICATION	MARY KAY INC.
		Philippines	FLORAL DEVICE	42	PENDING APPLICATION	MARY KAY INC.
		Slovak Republic	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Brazil	FOOTSTEPS	8	PENDING APPLICATION	MARY KAY INC.
		Spain	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Czech Republic	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Kazakhstan	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Dominican Republic	FOOTSTEPS	16	REGISTERED	MARY KAY INC.
		Canada	FOOTSTEPS		REGISTERED	MARY KAY INC.
		Chile	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Argentina	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Uruguay	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Mexico	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		German	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Russian Federation	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Belnelux	FOOTSTEPS	8	REGISTERED	MARY KAY INC.
		Portugal	FOOTSTEPS	3	REGISTERED	MARY KAY INC.
		Taiwan	FOREVER YOUNG (in Chinese Characters)	3	REGISTERED	MARY KAY INC.
		Guatemala	FUNDAMENTALS	3	REGISTERED	MARY KAY INC.
		Dominican Republic	GENJI	50	REGISTERED	MARY KAY INC.
		Canada	GENJI		REGISTERED	MARY KAY INC.
		Vietnam	GENJI	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Chile	GENJI	3	REGISTERED	MARY KAY INC.
		Hungary	GENJI	3	REGISTERED	MARY KAY INC.
		Russian Federation	GENJI	3	REGISTERED	MARY KAY INC.
		Portugal	GENJI	3	REGISTERED	MARY KAY INC.
		Australia	GENJI	3	REGISTERED	MARY KAY INC.
		Thailand	GENJI (Thai)	3	REGISTERED	MARY KAY INC.
		Canada	GET MOVING CARE PACKAGE	28	PENDING APPLICATION	MARY KAY INC.
		Lithuania	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Latvia	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Kazakhstan	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Estonia	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Guatemala	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Brazil	HIGH PROFILE	3	PENDING APPLICATION	MARY KAY INC.
		Malaysia	HIGH PROFILE	3	PENDING APPLICATION	MARY KAY INC.
		United Kingdom	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Canada	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Russian Federation	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		German	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Argentina	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Taiwan	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		El Salvador	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Philippines	HIGH PROFILE	3	PENDING APPLICATION	MARY KAY INC.
		South Korea	HIGH PROFILE	3	PENDING APPLICATION	MARY KAY INC.
		Thailand	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Portugal	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Poland	HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Dominican Republic	I DEFINE	50	REGISTERED	MARY KAY INC.
		Kazakhstan	I DEFINE	3	REGISTERED	MARY KAY INC.
		Czech Republic	I DEFINE	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Dominican Republic	I DEFINE	14	REGISTERED	MARY KAY INC.
		Slovak Republic	I DEFINE	3	REGISTERED	MARY KAY INC.
		Russian Federation	I DEFINE	3	REGISTERED	MARY KAY INC.
		Australia	IN A FLASH	3	REGISTERED	MARY KAY INC.
		New Zealand	IN A FLASH	3	REGISTERED	MARY KAY INC.
		Malaysia	IN A FLASH	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	IN A FLASH	3	REGISTERED	MARY KAY INC.
		Singapore	IN A FLASH	3	PENDING APPLICATION	MARY KAY INC.
		Canada	IN A FLASH		PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	IN A FLASH	3	REGISTERED	MARY KAY INC.
		Mexico	IN A FLASH	3	REGISTERED	MARY KAY INC.
		German	INDULGE	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	INNER GLOW	5	PENDING APPLICATION	MARY KAY INC.
		Dominican Republic	INNER PEACE	50	REGISTERED	MARY KAY INC.
		Dominican Republic	INNER PEACE	14	REGISTERED	MARY KAY INC.
		Dominican Republic	INNER PEACE	8	REGISTERED	MARY KAY INC.
		Argentina	INNER YOU	14	REGISTERED	MARY KAY INC.
		Argentina	INNER YOU	3	REGISTERED	MARY KAY INC.
		Argentina	INNER YOU	25	REGISTERED	MARY KAY INC.
		Uruguay	INNER YOU	3. 25	REGISTERED	Mary Kay Cosmetics.
		Russian Federation	INNER YOU	25	REGISTERED	MARY KAY INC.
		Japan	INSIDE BEAUTY	16	REGISTERED	MARY KAY INC.
		Canada	INSIDE BEAUTY		REGISTERED	MARY KAY INC.
		German	INSIDE BEAUTY	16	REGISTERED	MARY KAY INC.
		Taiwan	INSIDE BEAUTY	49	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Dominican Republic	INSIDE BEAUTY	63	REGISTERED	MARY KAY INC.
		Australia	INSIDE BEAUTY	16	REGISTERED	MARY KAY INC.
		Portugal	INSIDE BEAUTY	16	REGISTERED	MARY KAY INC.
		South Africa	INSIDE BEAUTY	16	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	INSTANT	3	REGISTERED	MARY KAY INC.
		Ukraine	INSTANT-ACTION	3	REGISTERED	MARY KAY INC.
		Russian Federation	INSTANT-ACTION	3	REGISTERED	MARY KAY INC.
		Mexico	INSTANT-ACTION	3	REGISTERED	MARY KAY INC.
		El Salvador	INSTANT-ACTION	3	REGISTERED	MARY KAY INC.
		Brazil	INSTANT-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Venezuela	INSTANT-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	INSTANT-ACTION	3	REGISTERED	MARY KAY INC.
		Hungary	INSTANT-ACTION	3	REGISTERED	MARY KAY INC.
		Portugal	INSTANT-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Malaysia	INSTANT-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Australia	INSTANT-ACTION	3	REGISTERED	MARY KAY INC.
		Canada	INSTANT-ACTION		PENDING APPLICATION	MARY KAY INC.
		Italy	INTRIGUE	3	REGISTERED	MARY KAY INC.
		Hungary	INTRIGUE	3	REGISTERED	MARY KAY INC.
		German	INTRIGUE	3	REGISTERED	MARY KAY INC.
		Canada	INTRIGUE	3	REGISTERED	MARY KAY INC.
		France	INTRIGUE	3	REGISTERED	MARY KAY INC.
		Taiwan	JAPAN BASIC SKIN CARE LINE (in Chinese characters)	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	JOURNEY	3	REGISTERED	MARY KAY INC.
		Oman	JOURNEY	3	PENDING APPLICATION	MARY KAY INC.
		Qatar	JOURNEY	3	REGISTERED	MARY KAY INC.
		Ghana	JOURNEY	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		United Arab Emirates	JOURNEY	3	REGISTERED	MARY KAY INC.
		European Union	JOURNEY	3	REGISTERED	MARY KAY INC.
		Thailand	JOURNEY	3	REGISTERED	MARY KAY INC.
		Singapore	JOURNEY	3	REGISTERED	MARY KAY INC.
		Hungary	JOURNEY	3	REGISTERED	MARY KAY INC.
		Kazakhstan	JOURNEY	3	REGISTERED	MARY KAY INC.
		Bahrain	JOURNEY	3	REGISTERED	MARY KAY INC.
		Slovenia	JOURNEY	3	REGISTERED	MARY KAY INC.
		Benelux	JOURNEY	3	REGISTERED	MARY KAY INC.
		Mexico	JOURNEY	3	REGISTERED	MARY KAY INC.
		Cyprus	JOURNEY	3	REGISTERED	MARY KAY INC.
		Canada	JOURNEY	3	REGISTERED	MARY KAY INC.
		South Korea	JOURNEY	3	PENDING APPLICATION	MARY KAY INC.
		Sweden	JOURNEY	3	REGISTERED	MARY KAY INC.
		Slovak Republic	JOURNEY	3	REGISTERED	MARY KAY INC.
		Yugoslavia	JOURNEY	3	REGISTERED	MARY KAY INC.
		Latvia	JOURNEY	3	REGISTERED	MARY KAY INC.
		Philippines	JOURNEY	3	PENDING APPLICATION	MARY KAY INC.
		Venezuela	JOURNEY	3	PENDING APPLICATION	MARY KAY INC.
		India	JOURNEY	3	PENDING APPLICATION	MARY KAY INC.
		Australia	JOURNEY	3	REGISTERED	MARY KAY INC.
		Morocco	JOURNEY	3	REGISTERED	MARY KAY INC.
		Chile	JOURNEY	3	REGISTERED	MARY KAY INC.
		El Salvador	JOURNEY	3	REGISTERED	MARY KAY INC.
		Estonia	JOURNEY	3	REGISTERED	MARY KAY INC.
		Croatia	JOURNEY	3	REGISTERED	MARY KAY INC.
		Argentina	JOURNEY	3	REGISTERED	MARY KAY INC.
		Brazil	JOURNEY	3	REGISTERED	MARY KAY INC.
		Norway	JOURNEY	3	REGISTERED	MARY KAY INC.
		German	JOURNEY	3	REGISTERED	MARY KAY INC.
		Kuwait	JOURNEY	3	REGISTERED	MARY KAY INC.
		New Zealand	JOURNEY	3	REGISTERED	MARY KAY INC.
		Macedonia	JOURNEY	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Switzerland	JOURNEY	3	PENDING APPLICATION	MARY KAY INC.
		Dominican Republic	JOURNEY	3	REGISTERED	MARY KAY INC.
		Poland	JOURNEY	3	REGISTERED	MARY KAY INC.
		Russian Federation	JOURNEY	3	REGISTERED	MARY KAY INC.
		Singapore	JOURNEY	3	REGISTERED	MARY KAY INC.
		France	JOURNEY	3	REGISTERED	MARY KAY INC.
		Ukraine	JOURNEY	3	REGISTERED	MARY KAY INC.
		Portugal	JOURNEY	3	REGISTERED	MARY KAY INC.
		Iran	JOURNEY	3	REGISTERED	MARY KAY INC.
		Denmark	JOURNEY	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	JOURNEY	3	REGISTERED	MARY KAY INC.
		Italy	JOURNEY	3	REGISTERED	MARY KAY INC.
		United Kingdom	JOURNEY	3	REGISTERED	MARY KAY INC.
		Malaysia	JOURNEY	3	REGISTERED	MARY KAY INC.
		Lithuania	JOURNEY	3	REGISTERED	MARY KAY INC.
		Finland	JOURNEY	3	REGISTERED	MARY KAY INC.
		Saudi Arabia	JOURNEY	3	REGISTERED	MARY KAY INC.
		Belarus	JOURNEY	3	REGISTERED	MARY KAY INC.
		Uruguay	JOURNEY	3	REGISTERED	MARY KAY INC.
		Nigeria	JOURNEY	3	REGISTERED	MARY KAY INC.
		Hong Kong	JOURNEY	3	REGISTERED	MARY KAY INC.
		Czech Republic	JOURNEY	3	REGISTERED	MARY KAY INC.
		Spain	JOURNEY	3	REGISTERED	MARY KAY INC.
		China (People's Republic	JOURNEY (Chinese characters)	3	REGISTERED	MARY KAY INC.
		Taiwan	JOURNEY (Chinese characters)	3	REGISTERED	MARY KAY INC.
		Hong Kong	JOURNEY (In Chinese characters)	3	REGISTERED	MARY KAY INC.
		Chile	LA VIDAS TUYA PARA EXPLORARLA	3	REGISTERED	MARY KAY INC.
		Venezuela	LA VIDAS TUYA PARA EXPLORARLA	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	LA VIDAS TUYA PARA EXPLORARLA	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	LA VIDAS TUYA PARA EXPLORARLA	3	REGISTERED	MARY KAY INC.
		Uruguay	LA VIDAS TUYA PARA EXPLORARLA	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Estonia	LAYERS	3	PENDING APPLICATION	MARY KAY INC.
		Spain	LAYERS	3	REGISTERED	MARY KAY INC.
		United Kingdom	LAYERS	3	PENDING APPLICATION	MARY KAY INC.
		Slovak Republic	LAYERS	3	REGISTERED	MARY KAY INC.
		Portugal	LAYERS	3	REGISTERED	MARY KAY INC.
		Mexico	LAYERS	3	REGISTERED	MARY KAY INC.
		Hungary	LAYERS	3	REGISTERED	MARY KAY INC.
		Guatemala	LAYERS	3	PENDING APPLICATION	MARY KAY INC.
		German	LAYERS	3	REGISTERED	MARY KAY INC.
		Dominican Republic	LAYERS	3	REGISTERED	MARY KAY INC.
		Czech Republic	LAYERS	3	REGISTERED	MARY KAY INC.
		Brazil	LAYERS	3,20	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	LAYERS	3	REGISTERED	MARY KAY INC.
		New Zealand	LAYERS	3	REGISTERED	MARY KAY INC.
		Chile	LAYERS	3	REGISTERED	MARY KAY INC.
		Lithuania	LAYERS	3	PENDING APPLICATION	MARY KAY INC.
		Australia	LAYERS	3	REGISTERED	MARY KAY INC.
		Russian Federation	LAYERS	3	PENDING APPLICATION	MARY KAY INC.
		El Salvador	LIFE IS YOURS TO EXPLORE	3	REGISTERED	MARY KAY INC.
		Latvia	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		Lithuania	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		Estonia	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		Malaysia	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		South Korea	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		Switzerland	LIFE IS YOURS TO EXPLORE	3	REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Kazakhstan	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		Belarus	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		Venezuela	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		Canada	LIFE IS YOURS TO EXPLORE	3	REGISTERED	MARY KAY INC.
		Australia	LIFE IS YOURS TO EXPLORE	3	REGISTERED	MARY KAY INC.
		European Union	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		Ukraine	LIFE IS YOURS TO EXPLORE	3	PENDING APPLICATION	MARY KAY INC.
		New Zealand	LIFE IS YOURS TO EXPLORE	3	REGISTERED	MARY KAY INC.
		United Kingdom	LIFE IS YOURS TO EXPLORE	3	REGISTERED	MARY KAY INC.
		Below	LIFE IS YOURS TO EXPLORE (Belarusian Translation)	3	PENDING APPLICATION	MARY KAY INC.
		Estonia	LIFE IS YOURS TO EXPLORE (Estonian Translation)	3	REGISTERED	MARY KAY INC.
		Germany	LIFE IS YOURS TO EXPLORE (German)	3	REGISTERED	MARY KAY INC.
		Kazakhstan	LIFE IS YOURS TO EXPLORE (Kazakh translation)	3	REGISTERED	MARY KAY INC.
		Latvia	LIFE IS YOURS TO EXPLORE (Latvian Translation)	3	REGISTERED	MARY KAY INC.
		Portugal	LIFE IS YOURS TO EXPLORE (Portuguese)	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	LIFE IS YOURS TO EXPLORE (Russian)	3	REGISTERED	MARY KAY INC.
		Slovak Republic	LIFE IS YOURS TO EXPLORE (Slovak)	3	REGISTERED	MARY KAY INC.
		Lithuania	LIFE IS YOURS TO EXPLORE (translation)	3	REGISTERED	MARY KAY INC.
		Ukraine	LIFE IS YOURS TO EXPLORE (Ukrainian)	3	REGISTERED	MARY KAY INC.
		Japan	LIFESTYLE SOLUTION	16, 42	PENDING APPLICATION	MARY KAY INC.
		Canada	LIVING MY LIFE		PENDING APPLICATION	MARY KAY INC.
		South Korea	LIVING MY LIFE	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	LIVING MY LIFE (in Chinese characters)	3	REGISTERED	MARY KAY INC.
		Canada	LOGOCONNECTION		PENDING APPLICATION	MARY KAY INC.
		Brazil	LONG WEARING	3	REGISTERED	MARY KAY INC.
		Mexico	LONG WEARING	3	REGISTERED	MARY KAY INC.



Registration of Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		China (People's Republic Of)	LONG WEARING	3	REGISTERED	MARY KAY INC.
		Taiwan	LONG WEARING	3	REGISTERED	MARY KAY INC.
		Argentina	LONG WEARING	3	REGISTERED	MARY KAY INC.
		Canada	LUMINOLOGY		PENDING APPLICATION	MARY KAY INC.
		Taiwan	LUXURY LINER (In Chinese)	3	REGISTERED	MARY KAY INC.
		Italy	MAGIC MASQUE	3	REGISTERED	MARY KAY INC.
		Canada	MAKE IT MATTER	3	PENDING APPLICATION	MARY KAY INC.
		Singapore	MAREEKAY (PHONETIC)	3	REGISTERED	MARY KAY INC.
		Singapore	MAREEKAY (PHONETIC)	3	REGISTERED	MARY KAY INC.
		Canada	MARISSIMA		PENDING APPLICATION	MARY KAY INC.
		Peru	MARY KAY	3	REGISTERED	MARY KAY INC.
		Colombia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Nicaragua	MARY KAY	3	REGISTERED	MARY KAY INC.
		Argentina	MARY KAY	5	REGISTERED	MARY KAY INC.
		Belarus	MARY KAY	3	REGISTERED	MARY KAY INC.
		Portugal	MARY KAY	16	REGISTERED	MARY KAY INC.
		Latvia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Malaysia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Ecuador	MARY KAY	3	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY	14	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY	25	PENDING APPLICATION	MARY KAY INC.
		Guatemala	MARY KAY	3	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY	3	REGISTERED	MARY KAY INC.
		Russian Federation	MARY KAY	3	REGISTERED	MARY KAY INC.
		Paraguay	MARY KAY	3	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY	16	PENDING APPLICATION	MARY KAY INC.
		Lithuania	MARY KAY	3	REGISTERED	MARY KAY COSMETICS.
		Bolivia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Thailand	MARY KAY	3	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY	3	REGISTERED	MARY KAY INC.
		Israel	MARY KAY	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Slovak Republic	MARY KAY	3, 14, 16, 18, 21, 25	REGISTERED	MARY KAY INC.
		Ukraine	MARY KAY	14, 16, 25, 42	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	5	REGISTERED	MARY KAY INC.
		Thailand	MARY KAY	5	REGISTERED	MARY KAY INC.
		Portugal	MARY KAY	3	REGISTERED	MARY KAY INC.
		European Union	MARY KAY	3, 16, 35	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	21	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	4	REGISTERED	MARY KAY INC.
		Indonesia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Hungary	MARY KAY	14, 16, 25	REGISTERED	MARY KAY INC.
		Haiti	MARY KAY	3	REGISTERED	MARY KAY INC.
		Hungary	MARY KAY	3	REGISTERED	MARY KAY INC.
		Finland	MARY KAY	3	REGISTERED	MARY KAY INC.
		Bermuda	MARY KAY	3	REGISTERED	MARY KAY INC.
		United Kingdom	MARY KAY	14, 18, 25	REGISTERED	MARY KAY INC.
		Singapore	MARY KAY	3	PENDING APPLICATION	MARY KAY INC.
		Norway	MARY KAY	3	REGISTERED	MARY KAY INC.
		Dominican Republic	MARY KAY	50	REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		German	MARY KAY	3	REGISTERED	MARY KAY INC.
		Argentina	MARY KAY	3	REGISTERED	MARY KAY INC.
		Spain	MARY KAY	3	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	9	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	4	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	4	REGISTERED	MARY KAY INC.
		Croatia	MARY KAY	3	PENDING APPLICATION	MARY KAY INC.
		Ireland	MARY KAY	3	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	4	REGISTERED	MARY KAY INC.
		Denmark	MARY KAY	3	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY	52	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY	18	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY	9	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Ghana	MARY KAY	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY	21	REGISTERED	MARY KAY INC.
		Spain	MARY KAY	16	REGISTERED	MARY KAY INC.
		Spain	MARY KAY	21	REGISTERED	MARY KAY INC.
		Turkey	MARY KAY	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY	3	REGISTERED	MARY KAY INC.
		Argentina	MARY KAY	16	REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		El Salvador	MARY KAY	16	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY	42	PENDING APPLICATION	MARY KAY INC.
		Switzerland	MARY KAY	3, 21	REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		Australia	MARY KAY	18	REGISTERED	MARY KAY INC.
		Australia	MARY KAY	21	REGISTERED	MARY KAY INC.
		Venezuela	MARY KAY	5	REGISTERED	MARY KAY COSMETICS,
		Argentina	MARY KAY	21	REGISTERED	MARY KAY INC.
		United Kingdom	MARY KAY	3, 42	REGISTERED	MARY KAY INC.
		Argentina	MARY KAY	20	REGISTERED	MARY KAY INC.
		Australia	MARY KAY	20	REGISTERED	MARY KAY INC.
		Mongolia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Kazakhstan	MARY KAY	14, 16, 25, 35	REGISTERED	MARY KAY INC.
		Albania	MARY KAY	3	REGISTERED	MARY KAY INC.
		Malaya	MARY KAY	3	REGISTERED	MARY KAY INC.
		South Africa	MARY KAY	3	REGISTERED	MARY KAY INC.
		Australia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Austria	MARY KAY	3	REGISTERED	MARY KAY INC.
		Switzerland	MARY KAY	14, 16, 18, 21	REGISTERED	MARY KAY INC.
		Spain	MARY KAY	20	REGISTERED	MARY KAY INC.
		Australia	MARY KAY	16	REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Brunei Darussalam	MARY KAY	3	REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		El Salvador	MARY KAY	18	REGISTERED	MARY KAY INC.
		El Salvador	MARY KAY	14	REGISTERED	MARY KAY INC.
		Guatemala	MARY KAY	3	REGISTERED	MARY KAY INC.
		Spain	MARY KAY	18	REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		Canada	MARY KAY		REGISTERED	MARY KAY INC.
		El Salvador	MARY KAY	21	PENDING APPLICATION	MARY KAY INC.
		Poland	MARY KAY	3, 14, 16, 25	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	4	REGISTERED	MARY KAY INC.
		Russian Federation	MARY KAY	3, 14, 16, 25	REGISTERED	MARY KAY INC.
		Portugal	MARY KAY	14	REGISTERED	MARY KAY INC.
		Portugal	MARY KAY	25	REGISTERED	MARY KAY INC.
		Lithuania	MARY KAY	16, 20, 21	REGISTERED	MARY KAY INC.
		Argentina	MARY KAY	18	REGISTERED	MARY KAY INC.
		Ukraine	MARY KAY	20, 21	PENDING APPLICATION	MARY KAY INC.
		Estonia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Slovenia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Italy	MARY KAY	3, 14, 25	REGISTERED	MARY KAY INC.
		Taiwan	MARY KAY	6	REGISTERED	MARY KAY INC.
		Belarus	MARY KAY	16, 20, 21	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY	5	REGISTERED	MARY KAY INC.
		Kazakhstan	MARY KAY	20, 21	REGISTERED	MARY KAY INC.
		Philippines	MARY KAY	3	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	16	REGISTERED	MARY KAY INC.
		Latvia	MARY KAY	14, 16, 21	REGISTERED	MARY KAY INC.
		South Korea	MARY KAY	13	REGISTERED	MARY KAY INC.
		South Korea	MARY KAY	13	REGISTERED	MARY KAY INC.
		South Korea	MARY KAY	12	REGISTERED	MARY KAY INC.
		South Korea	MARY KAY	12	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	25	REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Sweden	MARY KAY	3, 9, 16, 18, 20, 21	REGISTERED	MARY KAY INC.
		Japan	MARY KAY	29	REGISTERED	MARY KAY INC.
		Estonia	MARY KAY	16, 20, 21	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY	14	REGISTERED	MARY KAY INC.
		Panama	MARY KAY	3	REGISTERED	MARY KAY INC.
		Argentina	MARY KAY	25	REGISTERED	MARY KAY INC.
		Kazakhstan	MARY KAY	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MAY KAY	25	REGISTERED	MARY KAY INC.
		Czech Republic	MARY KAY	3, 14, 25	REGISTERED	MARY KAY INC.
		Ukraine	MARY KAY	3	REGISTERED	MARY KAY COSMETICS
		Russian Federation	MARY KAY	20, 21	REGISTERED	MARY KAY INC.
		Panama	MARY KAY	3	REGISTERED	MARY KAY INC.
		Moldova	MARY KAY	3	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY	41, 10	REGISTERED	MARY KAY INC.
		Czech Republic	MARY KAY	16, 20, 21	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY	40, 15	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY	25, 10, 25, 60	REGISTERED	MARY KAY INC.
		Kyrgyz Republic	MARY KAY	3	REGISTERED	MARY KAY INC.
		Azerbaijan	MARY KAY	3	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY	16, 20	PENDING APPLICATION	MARY KAY INC.
		Tajikistan	MARY KAY	3	REGISTERED	MARY KAY INC.
		United Kingdom	MARY KAY	16	REGISTERED	MARY KAY INC.
		Turkmenistan	MARY KAY	3	REGISTERED	MARY KAY INC.
		Uzbekistan	MARY KAY	3	REGISTERED	MARY KAY INC.
		Taiwan	MARY KAY	5	REGISTERED	MARY KAY INC.
		Philippines	MARY KAY	35	PENDING APPLICATION	MARY KAY INC.
		Portugal	MARY KAY	20, 21	REGISTERED	MARY KAY INC.
		Finland	MARY KAY	16, 20, 21	PENDING APPLICATION	MARY KAY INC.
		German	MARY KAY	16, 20	REGISTERED	MARY KAY INC.
		Armenia	MARY KAY	3	REGISTERED	MARY KAY INC.
		Jamaica	MARY KAY	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Chile	MARY KAY	3	REGISTERED	MARY KAY INC.
		Vietnam	MARY KAY	3,8,9,16,21	REGISTERED	MARY KAY INC.
		Taiwan	MARY KAY (in Chinese characters)	3	PENDING APPLICATION	MARY KAY INC.
		Hong Kong	MARY KAY (in Chinese characters)	3	REGISTERED	MARY KAY COSMETICS,
		Taiwan	MARY KAY (in Chinese characters)	5	REGISTERED	MARY KAY INC.
		Kazakhstan	MARY KAY (in Cyrillic, Ver. 1)	3, 14, 16, 18, 25, 35, 41, 42	PENDING APPLICATION	MAY KAY INC.
		Russian Federation	MARY KAY (in Cyrillic, Ver. 1)	3, 14, 16, 18, 25, 35, 41, 42	PENDING APPLICATION	MAY KAY INC.
		Kazakhstan	MARY KAY On Cyrillic, Ver. 2)	3, 14, 16, 18, 25, 35, 41, 42	PENDING APPLICATION	MAY KAY INC.
		Russian Federation	MARY KAY (in Cyrillic, Ver. 2)	3,14,16, 18, 25, 35, 41, 42	PENDING APPLICATION	MARY KAY INC.
		Italy	MARY KAY (NEW LOGO)	3, 14, 25	REGISTERED	MARY KAY INC.
		Canada	MARY KAY(NEW LOGO)		REGISTERED	MARY KAY INC.
		South Korea	MARY KAY (NEW LOGO)	12	REGISTERED	MARY KAY INC.
		Panama	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Chile	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Thailand	MARY KAY (NEW LOGO)	48	REGISTERED	MARY KAY INC.
		South Korea	MARY KAY (NEW LOGO)	13	REGISTERED	MARY KAY INC.
		Poland	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Spain	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Bahamas	MARY KAY (NEW LOGO)	48	REGISTERED	MARY KAY INC.
		Costa Rica	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY (NEW LOGO)	52	REGISTERED	MARY KAY INC.
		Nigeria	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		New Zealand	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Hungary	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Jamaica	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Honduras	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Canada	MARY KAY (NEW LOGO)		REGISTERED	MARY KAY INC.
		German	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		El Salvador	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Uruguay	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Taiwan	MARY KAY (NEW LOGO)	6	REGISTERED	MARY KAY INC.
		Portugal	MARY KAY (NEW LOGO)	25	REGISTERED	MARY KAY INC.
		Sweden	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Guatemala	MARY KAY (NEW LOGO)	3	PENDING APPLICATION	MARY KAY COSMETICS.
		Portugal	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Portugal	MARY KAY (NEW LOGO)	14	REGISTERED	MARY KAY INC.
		Dominican Republic	MARY KAY (NEW LOGO)	50	REGISTERED	MARY KAY INC.
		Russian Federation	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Australia	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Costa Rica	MARY KAY (NEW LOGO)	5	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY (NEW LOGO)	3	REGISTERED	MARY KAY INC.
		Taiwan	MARY KAY (other Chinese version)	18	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY (other Chinese version)	5	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY (other Chinese version)	14	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY (other Chinese version)	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY (other Chinese version)	25	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY (other Chinese version)	21	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY (other Chinese version)	9	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (other Chinese version)	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (other Chinese version)	42	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (other Chinese version)	25	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (other Chinese version)	21	PENDING APPLICATION	MARY KAY INN
		China (People's Republic Of)	MARY KAY (other Chinese version)	18	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		China (People's Republic Of)	MARY KAY (other Chinese version)	14	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (other Chinese version)	9	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (other Chinese version)	5	PENDING I APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	25	REGISTERED	MARY KAY INC.
		Taiwan	MARY KAY (Standard Chinese characters)	6	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	18	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	9	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	21	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	5	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	14	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Standard Chinese characters)	42	PENDING APPLICATION	MARY KAY INC.
		Thailand	MARY KAY STYLIZED	3	REGISTERED	MARY KAY INC.
		Romania	MARY KAY STYLIZED	3	REGISTERED	MARY KAY INC.
		Bulgaria	MARY KAY STYLIZED	3	REGISTERED	MARY KAY INC.
		Bermuda	MARY KAY STYLIZED	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY (Stylized)	3	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY STYLIZED	3	REGISTERED	MARY KAY INC.
		Benelux	MARY KAY STYLIZED	3	REGISTERED	MARY KAY INC.
		Germany	MARY KAY STYLIZED	3, 5, 21	REGISTERED	MARY KAY INC.
		Canada	MARY KAY STYLIZED		REGISTERED	MARY KAY INC.
		Venezuela	MARY KAY (STYLIZED)	3	PENDING APPLICATION	MARY KAY INC.



Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Uruguay	MARY KAY STYLIZED	3	REGISTERED	MARY KAY INC.
		France	MARY KAY STYLIZED	3, 5	REGISTERED	MARY KAY INC.
		New Zealand	MARY KAY STYLIZED	3	REGISTERED	MARY KAY INC.
		Thailand	MARY KAY (Thai)	48	REGISTERED	MARY KAY INC.
		European Union	MARY KAY CALMING INFLUENCE	3, 5	REGISTERED	MARY KAY INC.
		Australia	MARY KAY CELESTIAL COLOUR COORDINATION GROUP	25, 42	REGISTERED	MARY KAY INC.
		Japan	MARY KAY CHROMIUM DIET	29	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY CLAY MASK (in Chinese characters)	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY DAILY BENEFITS (in Chinese characters)	5	REGISTERED	MARY KAY INC.
		Australia	MARY KAY DRAMATIC COLOUR COORDINATION GROUP	25, 42	REGISTERED	MARY KAY INC.
		Australia	MARY KAY DUSKY COLOUR COORDINATION GROUP	25, 42	REGISTERED	MARY KAY INC.
		Australia	MARY KAY EARTHY COLOUR COORDINATION GROUP	25, 42	REGISTERED	MARY KAY INC.
		Malaysia	MARY KAY EXQUISITE	3	REGISTERED	MARY KAY COSMETICS
		New Zealand	MARY KAY EXQUISITE	3	REGISTERED	MARY KAY INC.
		Australia	MARY KAY FACE-TO-FACE BEAUTY ADVICE AND DEVICE	42	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY FACIAL WHITENING TONER (in Chinese characters)	3	REGISTERED	MARY KAY INC.
		Czech Republic	MARY KAY HIGH PROFILE	3	PENDING APPLICATION	MARY KAY INN
		Dominican Republic	MARY KAY HIGH PROFILE	50	REGISTERED	MARY KAY INC.
		Chile	MARY KAY HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Spain	MARY KAY HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Australia	MARY KAY HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Slovak Republic	MARY KAY HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		Singapore	MARY KAY HIGH PROFILE	3	REGISTERED	MARY KAY INC.
		United Kingdom	MARY KAY INSTANT-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		German	MARY KAY INSTANT-ACTION	3	REGISTERED	MARY KAY INC.
		European Union	MARY KAY INSTANT-ACTION	3	REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Canada	MARY KAY INTOUCH		PENDING APPLICATION	MARY KAY INC.
		European Union	MARY KAY LUMINEYES	3	REGISTERED	MARY KAY INC.
		Chile	MARY KAY LUMINEYES	3	REGISTERED	MARY KAY INC.
		Canada	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY LUMINEYES	3	REGISTERED	MARY KAY INC.
		Malaysia	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		Australia	MARY KAY LUMINEYES	3	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY LUMINEYES	3	REGISTERED	MARY KAY INC.
		Hong Kong	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		Philippines	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		Brazil	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY LUMINEYES	3	REGISTERED	MARY KAY INC.
		Thailand	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		South Korea	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		New Zealand	MARY KAY LUMINEYES	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY LUMINEYES (in Chinese characters)	3	PENDING APPLICATION	MARY KAY INC.
		Australia	MARY KAY MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Singapore	MARY KAY POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		Australia	MARY KAY RADIANT COLOUR COORDINATION GROUP	25, 42	REGISTERED	MARY KAY INC.
		Australia	MARY KAY SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY SIGNATURE COLOR	3	REGISTERED	MARY KAY INC.
		Mexico	MARY KAY SIGNATURE COLOR (LOGO)	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		European Union	MARY KAY SPOT SOLUTION	3	REGISTERED	MARY KAY INC.
		Chile	MARY KAY SPOT SOLUTION	3	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY SPOT SOLUTION	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	MARY KAY SPOT SOLUTION	3	PENDING APPLICATION	MARY KAY INC.
		Canada	MARY KAY SPOT SOLUTION	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	MARY KAY SPOT SOLUTION	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	MARY KAY SPOT SOLUTION	3	REGISTERED	MARY KAY INC.
		Sweden	MARY KAY SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		South Korea	MARY KAY SUN PROTECTOR	3	PENDING APPLICATION	MARY KAY INC.
		United Kingdom	MARY KAY TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		European Union	MARY KAY TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Japan	MARY KAY TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Chile	MARY KAY TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Australia	MARY KAY VIBRANT COLOUR COORDINATION GROUP	25, 42	REGISTERED	MARY KAY INC.
		Brazil	MARY KAY WONDERFUL	9	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY WONDERFUL	3	REGISTERED	MARY KAY INC.
		Taiwan	MARY KAY WONDERFUL	3	REGISTERED	MARY KAY INC.
		European Union	MARY KAY WONDERFUL	3, 16	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	MARY KAY WONDERFUL	9	REGISTERED	MARY KAY INC.
		Russian Federation	MARY KAY WONDERFUL	3, 9, 21	REGISTERED	MARY KAY INC.
		Venezuela	MARY KAY WONDERFUL	16	PENDING APPLICATION	MARY KAY INC.
		Brazil	MARY KAY WONDERFUL	21	PENDING APPLICATION	MARY KAY INC.
		Venezuela	MARY KAY WONDERFUL	3	PENDING APPLICATION	MARY KAY INC.
		Brazil	MARY KAY WONDERFUL	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Taiwan	MARY KAY	41	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MARY KAY	42	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MARY KAY	3	REGISTERED	MARY KAY INC.
		Mexico	MAS QUE UN COSMETICO	3	REGISTERED	MARY KAY INC.
		Taiwan	MAXIMIZING	6	REGISTERED	MARY KAY INC.
		Thailand	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Japan	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Italy	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Australia	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Brazil	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Mexico	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Chile	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Argentina	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Spain	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Dominican Republic	MAXIMIZING MASCARA	50	REGISTERED	MARY KAY INC.
		Russian Federation	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Portugal	MAXIMIZING MASCARA	3	REGISTERED	MARY KAY INC.
		Japan	METABO-RHYTHM (in English and Katakana)	5	REGISTERED	MARY KAY INC.
		Taiwan	MIGHTY MITES	5	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MIGHTY MITES (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		Mexico	MK	3	REGISTERED	MARY KAY INC.
		Argentina	MK	25	PENDING APPLICATION	MARY KAY INC.
		Venezuela	MK	8	PENDING APPLICATION	MARY KAY INC.
		Argentina	MK	14	REGISTERED	MARY KAY INC.
		Venezuela	MK	3	PENDING APPLICATION	MARY KAY INC.
		German	MK	14	REGISTERED	MARY KAY INC.
		Venezuela	MK	21	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Portugal	MK	3	PENDING APPLICATION	MARY KAY INC.
		Ukraine	MK	14, 25	REGISTERED	MARY KAY INC.
		Canada	MK		REGISTERED	MARY KAY INC.
		Argentina	MK	3	PENDING APPLICATION	MARY KAY INC.
		European Union	MK COLOR (Design)	3	REGISTERED	MARY KAY INC.
		South Korea	MK COLOR (Design)	3	PENDING APPLICATION	MARY KAY INC.
		South Korea	MK COLOR (word)	3	PENDING APPLICATION	MARY KAY INC.
		Spain	MK CREST DESIGN	14	REGISTERED	MARY KAY INC.
		Slovak Republic	MK CREST DESIGN	3	REGISTERED	MARY KAY INC.
		Poland	MK CREST DESIGN	3	PENDING APPLICATION	MARY KAY INC.
		Czech Republic	MK CREST DESIGN	3	PENDING APPLICATION	MARY KAY INC.
		Spain	MK CREST DESIGN	25	REGISTERED	MARY KAY INC.
		Australia	MK DESIGN	3	REGISTERED	MARY KAY INC.
		Canada	MK DESIGN		REGISTERED	MARY KAY INC.
		Czech Republic	M SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		European Union	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Poland	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Canada	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Brazil	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Kazakhstan	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Ukraine	MK SIGNATURE (DESIGN (MARK))	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Australia	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Germany	MK SIGNATURE (DESIGN MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Kazakhstan	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Ukraine	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		European Union	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Brazil	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Australia	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Canada	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Poland	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Germany	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Czech Republic	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	MK SIGNATURE (WORD MARK)	3	PENDING APPLICATION	MARY KAY INC.
		Canada	MK CONNECTIONS		PENDING APPLICATION REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Canada	MKETOUGH		PENDING APPLICATION	MARY KAY INC.
		Canada	MKETOUGH (DESIGN)		PENDING APPLICATION	MARY KAY INC.
		Canada	MKIMPRESSIONS		PENDING APPLICATION	MARY KAY INC.
		Italy	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Russian Federation	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Portugal	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Argentina	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Malaysia	MOISTURE RENEWAL	3	PENDING APPLICATION	MARY KAY INC.
		Vietnam	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Ukraine	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Kazakhstan	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Brazil	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Guatemala	MOISTURE RENEWAL	3	REGISTERED	MARY KAY COSMETICS
		Hungary	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Poland	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Mexico	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		El Salvador	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Uruguay	MOISTURE RENEWAL	3	REGISTERED	MARY KAY INC.
		Taiwan	MOISTURE RENEWAL (Chinese characters)	6	REGISTERED	MARY KAY INC.
		Taiwan	MOISTURE RENEWAL (Chinese characters)	6	REGISTERED	MARY KAY INC.
		Bermuda	MR. K (STYLIZED)	3	REGISTERED	MARY KAY COSMETICS
		Canada	MYMK		PENDING APPLICATION	MARY KAY INC.
		Taiwan	MYMK	35	PENDING APPLICATION	MARY KAY INC.
		Canada	MYMK.COM	42	PENDING APPLICATION	MARY KAY INC.
		Czech Republic	NIGHTTIME RECOVERY	3	REGISTERED	MARY KAY INC.
		Poland	NIGHTTIME RECOVERY	3	REGISTERED	MARY KAY INC.
		Taiwan	NIGHTTIME RECOVERY (Chinese characters)	6	REGISTERED	MARY KAY INC.
		Canada	NO APPOINTMENT NECESSARY		REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Canada	NORTHWEST	3	PENDING APPLICATION	MARY KAY INC.
		Canada	NOTE WORTHY CARE PACKAGE	16	PENDING APPLICATION	MARY KAY INC.
		Taiwan	NUTRA-SLIM	5	PENDING APPLICATION	MARY KAY INC.
		South Korea	NUTRIBEADS	3	PENDING APPLICATION	MARY KAY INC.
		Canada	NUTRIBEADS		PENDING APPLICATION	MARY KAY INC.
		Venezuela	NUTRIBEADS	3	PENDING APPLICATION	MARY KAY INC.
		Kazakhstan	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Spain	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Chile	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Brazil	NUTRINEWAL	3	REGISTERED	MARY KAY INC.
		Australia	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Taiwan	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Argentina	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		United Kingdom	NUTRINEWAL	1, 3	REGISTERED	MARY KAY INC.
		Estonia	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Canada	NUTRINEWAL		REGISTERED	MARY KAY INC.
		Germany	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Thailand	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Uruguay	NUTRINEWAL	1	PENDING APPLICATION	MARY KAY INC.
		Brazil	NUTRINEWAL	1	PENDING APPLICATION	MARY KAY INC.
		Venezuela	NUTRINEWAL	1	PENDING APPLICATION	MARY KAY INC.
		Lithuania	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Switzerland	NUTRINEWAL	3	REGISTERED	MARY KAY INC.
		Slovak Republic	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Dominican Republic	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Mexico	NUTRINEWAL	1	REGISTERED	MARY KAY INC.



Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Malaysia	NUTRINEWAL	1	PENDING APPLICATION	MARY KAY INC.
		Singapore	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Portugal	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Poland	NUTRINEWAL	1	PENDING APPLICATION	MARY KAY INC.
		New Zealand	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Latvia	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Japan	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Czech Republic	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Guatemala	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Ukraine	NUTRINEWAL	1	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Belarus	NUTRINEWAL	1	REGISTERED	MARY KAY INC.
		Japan	NUTRINEWAL (in Katakana)	1	PENDING APPLICATION	MARY KAY INC.
		Mexico	OIL RELIEF	3	REGISTERED	MARY KAY INC.
		Argentina	OIL RELIEF	3	REGISTERED	MARY KAY INC.
		El Salvador	OIL RELIEF	3	PENDING APPLICATION	MARY KAY INC.
		Dominican Republic	OIL RELIEF	3	REGISTERED	MARY KAY INC.
		Canada	OIL RELIEF	3	REGISTERED	MARY KAY INC.
		Poland	PERFECT RADIANCE	3	REGISTERED	MARY KAY INC.
		Argentina	PERFECT RADIANCE	3	REGISTERED	MARY KAY INC.
		Mexico	PERFECT RADIANCE	3	REGISTERED	MARY KAY INC.
		Italy	PERFECT RADIANCE	3	REGISTERED	MARY KAY INC.
		Portugal	PERFECT RADIANCE	3	REGISTERED	MARY KAY INC.
		Japan	PERFECT RADIANCE	3	REGISTERED	MARY KAY INC.
		German	PERFECT RADIANCE	3	REGISTERED	MARY KAY INC.
		Brazil	PERFECT SURFACE	3	REGISTERED	MARY KAY INC.
		Argentina	PERFECT SURFACE	3	REGISTERED	MARY KAY INC.
		Mexico	PERFECT SURFACE	3	REGISTERED	MARY KAY INC.
		Canada	PERFECT SURFACE	3	REGISTERED	MARY KAY INC.
		El Salvador	PERFECT SURFACE	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		China (People's Republic Of)	PERFECT SURFACE	3	PENDING APPLICATION	MARY KAY INC.
		Japan	PERFECTING CONCEALER	3	REGISTERED	MARY KAY INC.
		France	PERSONAL TOUCH	16	REGISTERED	MARY KAY INC.
		Italy	PERSONAL TOUCH	16	REGISTERED	MARY KAY INC.
		Japan	PHYTO-SCIENCE	5, 29	REGISTERED	MARY KAY INC.
		Philippines	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		European Union	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		El Salvador	POWDER PERFECT	3	PENDING APPLICATION	MARY KAY INC.
		Poland	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		Malaysia	POWDER PERFECT	3	PENDING APPLICATION	MARY KAY INC.
		Italy	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		Australia	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		Mexico	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		South Korea	POWDER PERFECT	3	PENDING APPLICATION	MARY KAY INC.
		Portugal	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		Canada	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		Venezuela	POWDER PERFECT	3	PENDING APPLICATION	MARY KAY INC.
		Spain	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		Brazil	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		Ukraine	POWDER PERFECT	3	REGISTERED	MARY KAY INC.
		Taiwan	POWDER PERFECT (Chinese characters)	6	REGISTERED	MARY KAY INC.
		Hong Kong	POWDER PERFECT (Chinese characters)	3	REGISTERED	MARY KAY INC.
		Vietnam	PREMONITION	3	REGISTERED	MARY KAY INC.
		Hungary	PREMONITION	3	REGISTERED	MARY KAY INC.
		Portugal	PREMONITION	3	REGISTERED	MARY KAY INC.
		Russian Federation	PREMONITION	3	REGISTERED	MARY KAY INC.
		Australia	PREMONITION	3	REGISTERED	MARY KAY INC.
		Canada	PREMONITION	3	REGISTERED	MARY KAY INC.
		Australia	PRIVATE SPA COLLECTION STRESS FREE	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	PUEDA ESTE PRODUCTO CAMBIAR TU VIDA	3	REGISTERED	MARY KAY INC.
		Mexico	PUEDA ESTE PRODUCTO CAMBIAR TU VIDA	42	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Mexico	PURE BLISS	4	REGISTERED	MARY KAY INC.
		Mexico	PURE BLISS	3	REGISTERED	MARY KAY INC.
		Dominican Republic	PURE BLISS	14	REGISTERED	MARY KAY INC.
		Dominican Republic	PURE BLISS	50	REGISTERED	MARY KAY INC.
		Dominican Republic	PURE BLISS	8	REGISTERED	MARY KAY INC.
		Dominican Republic	QUATTRO	50	REGISTERED	MARY KAY INC.
		Russian Federation	QUATTRO	3	REGISTERED	MARY KAY INC.
		Canada	QUATTRO	3	REGISTERED	MARY KAY INC.
		Argentina	QUATTRO	3	REGISTERED	MARY KAY INC.
		Guatemala	QUATTRO	3	PENDING APPLICATION	MARY KAY COSMETICS
		Brazil	QUATTRO	3	PENDING APPLICATION	MARY KAY INC.
		Uruguay	QUATTRO	3	REGISTERED	MARY KAY INC.
		Australia	QUATTRO	3	REGISTERED	MARY KAY INC.
		Chile	QUATTRO	3	REGISTERED	MARY KAY INC.
		Hungary	QUATTRO	3	REGISTERED	MARY KAY INC.
		Mexico	QUATTRO	3	REGISTERED	MARY KAY INC.
		Vietnam	QUATTRO	3	REGISTERED	MARY KAY INC.
		Japan	QUICK ACTION	3	REGISTERED	MARY KAY INC.
		Dominican Republic	QUICKACTION	50	REGISTERED	MARY KAY INC.
		Dominican Republic	QUICKACTION	14	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	REAL LIFE	3	REGISTERED	MARY KAY INC.
		Estonia	REAL LIFE	3	PENDING APPLICATION	MARY KAY INC.
		United Kingdom	REAL LIFE	3	REGISTERED	MARY KAY INC.
		Mexico	REAL LIFE	3	REGISTERED	MARY KAY INC.
		Latvia	REAL LIFE	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Lithuania	REAL LIFE	3	PENDING APPLICATION	MARY KAY INC.
		Brazil	REAL LIFE	3.20	PENDING APPLICATION	MARY KAY INC.
		Chile	REAL LIFE	3	PENDING APPLICATION	MARY KAY INC.
		Czech Republic	REAL LIFE	3	PENDING APPLICATION	MARY KAY INC.
		Spain	REAL LIFE	3	PENDING APPLICATION	MARY KAY INC.
		Guatemala	REAL LIFE	3	PENDING APPLICATION	MARY KAY INC.
		Thailand	REAL LIFE	3	PENDING APPLICATION	MARY KAY INC.
		Portugal	REAL LIFE	3	PENDING APPLICATION	MARY KAY INC.
		New Zealand	REAL LIFE	3	REGISTERED	MARY KAY INC.
		Hungary	REAL LIFE	3	REGISTERED	MARY KAY INC.
		Canada	REFRESH ZING CARE PACKAGE	3	PENDING APPLICATION	MARY KAY INC.
		Canada	RENEW YOU CARE PACKAGE	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	REPLACEMENT DIET (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		South Korea	REPLENISH C	3	PENDING APPLICATION	MARY KAY INC.
		Japan	REPLENISH C (in English & Katakana)	3	REGISTERED	MARY KAY INC.
		Italy	REVEUR	3	REGISTERED	MARY KAY INC.
		Canada	REVEUR		REGISTERED	MARY KAY INC.
		Dominican Republic	REVITALIZING	8	REGISTERED	MARY KAY INC.
		Japan	RNPI (in English & Katakana)	3	PENDING APPLICATION	MARY KAY INC.
		Japan	RNPI (logo)	1	PENDING APPLICATION	MARY KAY INC.
		Philippines	SALON DIRECT	3	PENDING APPLICATION	MARY KAY INC.
		El Salvador	SALON DIRECT	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		South Korea	SALON DIRECT	3	PENDING APPLICATION	MARY KAY INC.
		Hong Kong	SALON DIRECT	3	PENDING APPLICATION	MARY KAY INC.
		European Union	SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Venezuela	SALON DIRECT	3	PENDING APPLICATION	MARY KAY INC.
		Brazil	SALON DIRECT	3	PENDING APPLICATION	MARY KAY INC.
		United Kingdom	SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Thailand	SALON DIRECT	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Singapore	SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Argentina	SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Canada	SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Germany	SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Russian Federation	SALON DIRECT	3	REGISTERED	MARY KAY INC.
		Canada	SANS UN MOT VOUS REVELEZ VOTRE PRESENCE		REGISTERED	MARY KAY INC.
		Canada	SATIN FEET	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Czech Republic	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		European Union	SATIN HANDS	3	REGISTERED	MARY KAY INC.
		Philippines	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Chile	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Malaysia	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		New Zealand	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Taiwan	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Australia	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	SATIN HANDS	3	REGISTERED	MARY KAY INC.
		Uruguay	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Venezuela	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Canada	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Guatemala	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	SATIN HANDS	3	PENDING APPLICATION	MARY KAY INC.
		Canada	SATIN HANDS & BODY	3	PENDING APPLICATION	MARY KAY INC.
		South Korea	SATIN HANDS & BODY	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	SATIN LIPS	3	PENDING APPLICATION	MARY KAY INC.
		Venezuela	SATIN LIPS	3	PENDING APPLICATION	MARY KAY INC.
		European Union	SATIN LIPS	3	PENDING APPLICATION	MARY KAY INC.
		Czech Republic	SATIN LIPS	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	SATIN LIPS	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	SATIN LIPS	3	REGISTERED	MARY KAY INC.
		Canada	SATIN LIPS	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	SATIN LIPS	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	SEA LEVEL	4	REGISTERED	MARY KAY INC.
		Argentina	SEA LEVEL	4	REGISTERED	MARY KAY INC.
		Brazil	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		Canada	SEA LEVEL		PENDING APPLICATION	MARY KAY INC.
		Chile	SEA LEVEL	3 4	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Argentina	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		Australia	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		Brazil	SEA LEVEL	4	REGISTERED	MARY KAY INC.
		Mexico	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		German	SEA LEVEL	3, 4	REGISTERED	MARY KAY INC.
		Czech Republic	SEA LEVEL	3, 4	REGISTERED	MARY KAY INC.
		Russian Federation	SEA LEVEL	3, 4	REGISTERED	MARY KAY INC.
		Spain	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		United Kingdom	SEA LEVEL	3, 4	REGISTERED	MARY KAY INC.
		Ukraine	SEA LEVEL	3, 4	REGISTERED	MARY KAY INC.
		Spain	SEA LEVEL	4	REGISTERED	MARY KAY INC.
		Portugal	SEA LEVEL	3, 4	REGISTERED	MARY KAY INC.
		New Zealand	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		Uruguay	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		Thailand	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		European Union	SEA LEVEL	3, 4	REGISTERED	MARY KAY INC.
		Slovak Republic	SEA LEVEL	3, 4	REGISTERED	MARY KAY INC.
		Singapore	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		Malaysia	SEA LEVEL	3	PENDING APPLICATION	MARY KAY INC.
		EI Salvador	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		Kazakhstan	SEA LEVEL	3	REGISTERED	MARY KAY INC.
		Mexico	SHEER SENSATION	3	REGISTERED	MARY KAY INC.
		Canada	SHEER SENSATION	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	SHIELD	3	PENDING APPLICATION	MARY KAY INC.
		Hungary	SHINJI	3	REGISTERED	MARY KAY INC.
		Portugal	SHINJI	3	REGISTERED	MARY KAY INC.
		Latvia	SHINJI	3	REGISTERED	MARY KAY INC.
		Italy	SHINJI	3	REGISTERED	MARY KAY INC.
		Lithuania	SHINJI	3	REGISTERED	MARY KAY INC.
		Belarus	SHINJI	3	REGISTERED	MARY KAY INC.
		Sweden	SHINJI	3	REGISTERED	MARY KAY INC.
		Kazakhstan	SHINJI	3	REGISTERED	MARY KAY INC.
		Czech Republic	SHINJI	3	REGISTERED	MARY KAY INC.
		Finland	SHINJI	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Poland	SHINJI	3	REGISTERED	MARY KAY INC.
		Slovak Republic	SHINJI	3	REGISTERED	MARY KAY INC.
		United Kingdom	SHINJI	3	REGISTERED	MARY KAY COSMETICS
		Norway	SHINJI	3	REGISTERED	MARY KAY INC.
		Estonia	SHINJI	3	REGISTERED	MARY KAY INC.
		Russian Federation	SHINJI	3	REGISTERED	MARY KAY INC.
		Spain	SHINJI	3	REGISTERED	MARY KAY INC.
		German	SHINJI	3	REGISTERED	MARY KAY INC.
		Mexico	SIN UNA PALABRA SE SIENTE TU PRESENCIA	3	REGISTERED	MARY KAY INC.
		Venezuela	SIN UNA PALABRA SE SIENTE TU PRESENCIA	3	PENDING APPLICATION	MARY KAY INC.
		Vietnam	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Australia	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Japan	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Spain	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Canada	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		New Zealand	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Argentina	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Lithuania	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Dominican Republic	SKIN MANAGEMENT	50	REGISTERED	MARY KAY INC.
		Malaysia	SKIN MANAGEMENT	3	PENDING APPLICATION	MARY KAY INC.
		Ukraine	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Estonia	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Latvia	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Venezuela	SKIN MANAGEMENT	3	PENDING APPLICATION	MARY KAY INC.
		Singapore	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Sweden	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Hungary	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Chile	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Belarus	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Kazakhstan	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Philippines	SKIN MANAGEMENT	3	PENDING APPLICATION	MARY KAY INC.



Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		EI Salvador	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Mexico	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Finland	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Norway	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Taiwan	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Poland	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		South Korea	SKIN MANAGEMENT	3	PENDING APPLICATION	MARY KAY INC.
		Portugal	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Brazil	SKIN MANAGEMENT	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		Uruguay	SKIN MANAGEMENT	3	REGISTERED	MARY KAY INC.
		South Korea	SKIN MANAGEMENT (LOGO)	3	PENDING APPLICATION	MARY KAY INC.
		Canada	SKIN REVIVAL		REGISTERED	MARY KAY INC.
		Poland	SKIN REVIVAL	3	REGISTERED	MARY KAY INC.
		Argentina	SKIN REVIVAL	3	REGISTERED	MARY KAY INC.
		Ukraine	SKIN REVIVAL	3	REGISTERED	MARY KAY INC.
		Mexico	SKIN REVIVAL	3	REGISTERED	MARY KAY INC.
		Philippines	SKIN REVIVAL	3	PENDING APPLICATION	MARY KAY INC.
		Malaysia	SKIN REVIVAL	3	PENDING APPLICATION	MARY KAY INC.
		Hungary	SKIN REVIVAL	3	REGISTERED	MARY KAY INC.
		EI Salvador	SKIN REVIVAL	3	REGISTERED	MARY KAY INC.
		Russian Federation	SKIN REVIVAL	3	REGISTERED	MARY KAY INC.
		Singapore	SKIN REVIVAL	3	PENDING APPLICATION	MARY KAY COSMETICS
		Portugal	SKIN REVIVAL	3	REGISTERED	MARY KAY INC.
		Kazakhstan	SKIN WELLNESS	42	REGISTERED	MARY KAY INC.
		Portugal	SKIN WELLNESS	3	REGISTERED	MARY KAY INC.
		Australia	SKIN WELLNESS	42	REGISTERED	MARY KAY INC.
		Canada	SKIN WELLNESS		REGISTERED	MARY KAY INC.
		South Africa	SKIN WELLNESS	3	PENDING APPLICATION	MARY KAY INC.
		Italy	SKIN WELLNESS	3, 41	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		German	SKIN WELLNESS	3, 42	REGISTERED	MARY KAY INC.
		New Zealand	SKIN WELLNESS	3	REGISTERED	MARY KAY INC.
		New Zealand	SKIN WELLNESS	42	REGISTERED	MARY KAY INC.
		Taiwan	SKIN WELLNESS	6	REGISTERED	MARY KAY INC.
		Mexico	SKIN WELLNESS	3	REGISTERED	MARY KAY INC.
		Spain	SKIN WELLNESS	3	REGISTERED	MARY KAY INC.
		Portugal	SKIN WELLNESS	42	REGISTERED	MARY KAY INC.
		Dominican Republic	SKIN WELLNESS	70	REGISTERED	MARY KAY INC.
		Brazil	SKIN WELLNESS	41	REGISTERED	MARY KAY INC.
		Chile	SKIN WELLNESS	42	REGISTERED	MARY KAY INC.
		Mexico	SKIN WELLNESS	35	REGISTERED	MARY KAY INC.
		Taiwan	SLIM STAY	5	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	SPEED SET	3	REGISTERED	MARY KAY INC.
		Australia	SPEED SET	3	REGISTERED	MARY KAY INC.
		Brazil	SPEED SET	3	PENDING APPLICATION	MARY KAY INC.
		Thailand	SPEED SET	3	REGISTERED	MARY KAY INC.
		New Zealand	SPEED SET	3	REGISTERED	MARY KAY INC.
		Canada	SPEED SET		PENDING APPLICATION	MARY KAY INC.
		EI Salvador	SPEED SET	3	PENDING APPLICATION	MARY KAY INC.
		Singapore	SPEED SET	3	REGISTERED	MARY KAY INC.
		Argentina	SPEED SET	3	REGISTERED	MARY KAY INC.
		Mexico	SPEED SET	3	REGISTERED	MARY KAY INC.
		Malaysia	SPEED SET	3	REGISTERED	MARY KAY INC.
		Chile	SPEED SET	4	REGISTERED	MARY KAY INC.
		Ukraine	SPEED SET	3	PENDING APPLICATION	MARY KAY INC.
		Thailand	STRESS FREE	3	REGISTERED	MARY KAY INC.
		Kazakhstan	STRESS FREE	3	REGISTERED	MARY KAY INC.
		Brazil	STRESS FREE	3	PENDING APPLICATION	MARY KAY INC.
		Chile	STRESS FREE	3	REGISTERED	MARY KAY INC.
		Portugal	STRESS FREE	3	PENDING APPLICATION	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Thailand	STRESS FREE	4	REGISTERED	MARY KAY INC.
		New Zealand	STRESS FREE	3	REGISTERED	MARY KAY INC.
		Dominican Republic	STRESS FREE	8	REGISTERED	MARY KAY INC.
		Russian Federation	STRESS FREE	3	REGISTERED	MARY KAY INC.
		Dominican Republic	STRESS FREE	14	REGISTERED	MARY KAY INC.
		Guatemala	STRESS FREE	3	REGISTERED	MARY KAY INC.
		Brazil	STRESS FREE	4	REGISTERED	MARY KAY INC.
		Philippines	STRESS FREE	3	PENDING APPLICATION	MAY KAY INC.
		Canada	STRESS FREE		REGISTERED	MARY KAY INC.
		El Salvador	STRESS FREE	3	PENDING APPLICATION	MARY KAY INC.
		Australia	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Malaysia	SUN ESSENTIALS	3	PENDING APPLICATION	MARY KAY INC.
		Singapore	SUN ESSENTIALS	3	PENDING APPLICATION	MARY KAY INC.
		South Korea	SUN ESSENTIALS	3	PENDING APPLICATION	MARY KAY INC.
		Kazakhstan	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Norway	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Uruguay	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		El Salvador	SUN ESSENTIALS	3	PENDING APPLICATION	MARY KAY INC.
		New Zealand	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Ukraine	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		European Union	SUN ESSENTIALS	3	PENDING APPLICATION	MARY KAY INC.
		Philippines	SUN ESSENTIALS	3	PENDING APPLICATION	MARY KAY INC.
		Dominican Republic	SUN ESSENTIALS	50	REGISTERED	MARY KAY INC.
		Venezuela	SUN ESSENTIALS	5	PENDING APPLICATION	MARY KAY INC.
		Poland	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Portugal	SUN ESSENTIALS	3	PENDING APPLICATION	MARY KAY COSMETICS.
		Argentina	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Thailand	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Mexico	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Vietnam	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Brazil	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Russian Federation	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Italy	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Hungary	SUN ESSENTIALS	3	REGISTERED	MARY KAY INC.
		Taiwan	SUN ESSENTIALS (Chinese characters)	6	REGISTERED	MARY KAY INC.
		Canada	SUN MANAGEMENT		REGISTERED	MARY KAY INC.
		Japan	SUPER CELL COMPLEX (in English and Katakana)	5	PENDING APPLICATION	MARY KAY INC.
		Japan	SUPER CELL COMPLEX - ESSENTIAL ACTIVATOR (in English and Katakana)	5	PENDING APPLICATION	MARY KAY INC.
		Japan	SUPER CELL COMPLEX - MOISTURE BALANCE (in English and Katakana)	5	PENDING APPLICATION	MARY KAY INC.
		Japan	SUPER CELL COMPLEX - OIL CONTROL (in English and Katakana)	5	PENDING APPLICATION	MARY KAY INC.
		Portugal	TAMERISK	3	REGISTERED	MARY KAY INC.
		Dominican Republic	TAMERISK	50	REGISTERED	MARY KAY INC.
		Hungary	TAMERISK	3	REGISTERED	MARY KAY INC.
		German	TAMERISK	3	REGISTERED	MARY KAY INC.
		Russian Federation	TAMERISK	3	REGISTERED	MARY KAY INC.
		Vietnam	TAMERISK	3	REGISTERED	MARY KAY INC.
		France	TAMERISK	3	REGISTERED	MARY KAY INC.
		Italy	TAMERISK	3	REGISTERED	MARY KAY INC.
		Austria	TAMERISK	3	REGISTERED	MARY KAY INC.
		Australia	TAMERISK	3	REGISTERED	MARY KAY INC.
		Taiwan	TERME D' ISOLA n Chinese	3	REGISTERED	MARY KAY INC.
		Mexico	TERME D' ISOLA	3	REGISTERED	MARY KAY INC.
		Russian Federation	TERME D' ISOLA	3	REGISTERED	MARY KAY INC.
		Philippines	TERME D' ISOLA	3	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Germany	TERME D' ISOLA	3	REGISTERED	MARY KAY INC.
		United Kingdom	TERME D' ISOLA	3	REGISTERED	MARY KAY INC.
		Czech Republic	TERME D' ISOLA	3	REGISTERED	MARY KAY INC.
		Taiwan	TERME D' ISOLA	3	REGISTERED	MARY KAY INC.
		Venezuela	TERME D' ISOLA	3	PENDING APPLICATION	MARY KAY INC.
		Switzerland	TERME D' ISOLA	3	REGISTERED	MARY KAY INC.
		South Korea	TERME D' ISOLA	3	PENDING APPLICATION	MARY KAY INC.
		Malaysia	TERME D' ISOLA	3	PENDING APPLICATION	MARY KAY INC.
		El Salvador	TERME D' ISOLA	3	REGISTERED	MARY KAY INC.
		Canada	TERME D' ISOLA	3	REGISTERED	MARY KAY INC.
		Canada	THE HAND BAG	3	REGISTERED	MARY KAY INC.
		South Korea	THE LOOK - WHAT ITS ALL ABOUT AND HOW TO GET IT	16	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Russian Federation	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Mexico	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Lithuania	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Latvia	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Guatemala	TIMEWISE	3	REGISTERED	MARY KAY INC.
		European Union	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Czech Republic	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Ukraine	TIMEWISE	3	PENDING APPLICATION	MARY KAY INC.
		Chile	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Brazil	TIMEWISE	3	PENDING APPLICATION	MARY KAY INC.
		Belarus	TIMEWISE	3	PENDING APPLICATION	MARY KAY INC.
		Australia	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Argentina	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Hong Kong	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Brunei Darussalam	TIMEWISE	3	REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		South Korea	TIMEWISE	3	PENDING APPLICATION	MARY KAY INC.
		Venezuela	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Malaysia	TIMEWISE	3	PENDING APPLICATION	MARY KAY INC.
		Japan	TIMEWISE	3	REGISTERED	MARY KAY INC.
		New Zealand	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Poland	TIMEWISE	3	PENDING APPLICATION	MARY KAY INC.
		Singapore	TIMEWISE	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Dominican Republic	TIMEWISE	50	REGISTERED	MARY KAY INC.
		Thailand	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Kazakhstan	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Estonia	TIMEWISE	3	REGISTERED	MARY KAY INC.
		El Salvador	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Philippines	TIMEWISE	3	PENDING APPLICATION	MARY KAY INC.
		Switzerland	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Canada	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Slovak Republic	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Hungary	TIMEWISE	3	REGISTERED	MARY KAY INC.
		Uruguay	TIMEWISE	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	TIMEWISE (Chinese Characters)	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	TIMEWISE WITH VXL	3	REGISTERED	MARY KAY INC.
		Mexico	TITANIUM	3	PENDING APPLICATION	MARY KAY INC.
		Canada	TITANIUM	3	PENDING APPLICATION	MARY KAY INC.
		Canada	TO THE RESCUE		PENDING APPLICATION	MARY KAY INC.
		Kazakhstan	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Lithuania	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Singapore	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Canada	TRIBUTE		REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Slovak Republic	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Latvia	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Estonia	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Vietnam	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Spain	TRIBUTE	3	REGISTERED	MARY KAY INC.
		New Zealand	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Poland	TRIBUTE	3	REGISTERED	MARY KAY INC.
		German	TRIBUTE	3	REGISTERED	MARY KAY INC.
		South Korea	TRIBUTE	3	PENDING APPLICATION	MARY KAY INC.
		Australia	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Denmark	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Argentina	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Malaysia	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Guatemala	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Indonesia	TRIBUTE	3	REGISTERED	MARY KAY COSMETICS
		Uruguay	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Benelux	TRIBUTE	3	REGISTERED	MARY KAY INC.
		United Kingdom	TRIBUTE	3	REGISTERED	MARY KAY COSMETICS
		Benelux	TRIBUTE	3	REGISTERED	MARY KAY COSMETICS
		Thailand	TRIBUTE	48	REGISTERED	MARY KAY INC.
		Mexico	TRIBUTE	3	REGISTERED	MARY KAY INC.
		El Salvador	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Ukraine	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Portugal	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Czech Republic	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Finland	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Brunei Darussalam	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Colombia	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Belarus	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Taiwan	TRIBUTE	6	REGISTERED	MARY KAY INC.
		Sweden	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Norway	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Hungary	TRIBUTE	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		South Africa	TRIBUTE	3	REGISTERED	MARY KAY INC.
		Taiwan	TRIBUTE Chinese characters)	6	REGISTERED	MARY KAY INC.
		Thailand	TRIBUTE (Thai)	3	REGISTERED	MARY KAY INC.
		Mexico	TRIPLE ACTION EYE ENHANCER	3	REGISTERED	MARY KAY INC.
		Guatemala	TRIPLE ACTION EYE ENHANCER	3	REGISTERED	MARY KAY INC.
		Vietnam	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Italy	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Ukraine	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Poland	TRIPLE-ACTION	3	REGISTERED	MARY KAY COSMETICS,
		South Korea	TRIPLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Hungary	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Brazil	TRIPLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		German	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Vietnam	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Hong Kong	TRIPLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Austria	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		El Salvador	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Australia	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Philippines	TRIPLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Guatemala	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Singapore	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Malaysia	TRIPLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Canada	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		Portugal	TRIPLE-ACTION	3	REGISTERED	MARY KAY INC.
		New Zealand	TRIPLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Venezuela	TRIPLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	UNLIMITED OPTIONS	3	REGISTERED	MARY KAY INC.



Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Canada	UNLIMITED OPTIONS		REGISTERED	MARY KAY INC.
		Australia	URBAN GIRL	3, 16, 18, 35	PENDING APPLICATION	MARY KAY INC.
		New Zealand	URBAN GIRL	18	PENDING APPLICATION	MARY KAY INC.
		New Zealand	URBAN GIRL	16	PENDING APPLICATION	MARY KAY INC.
		New Zealand	URBAN GIRL	3	PENDING APPLICATION	MARY KAY INC.
		New Zealand	URBAN GIRL	35	PENDING APPLICATION	MARY KAY INC.
		Czech Republic	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		Kazakhstan	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		Poland	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		Canada	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		Ukraine	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		Brazil	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	VELOCITY	3	REGISTERED	MARY KAY INC.
		Taiwan	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		Russian Federation	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		German Federation	VELOCITY	3	REGISTERED	MARY KAY INC.
		European Union	VELOCITY	3	REGISTERED	MARY KAY INC.
		Australia	VELOCITY	3	PENDING APPLICATION	MARY KAY INC.
		China (People's Republic Of)	VIRTUAL ELEGANCE	5	PENDING APPLICATION	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		China (People's Republic Of)	VIRTUAL ELEGANCE (in Chinese characters)	5	PENDING APPLICATION	MARY KAY INC.
		South Korea	VISIBLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Uruguay	VISIBLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Kazakhstan	VISIBLE ACTION	3	REGISTERED	MARY KAY INC.
		Mexico	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Canada	VISIBLE-ACTION		REGISTERED	MARY KAY INC.
		El Salvador	VISIBLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		United Kingdom	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Russian Federation	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Australia	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		New Zealand	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Argentina	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Brazil	VISIBLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		European Union	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Czech Republic	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Hungary	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Thailand	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Ukraine	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		Venezuela	VISIBLE-ACTION	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	VISIBLE-ACTION	3	REGISTERED	MARY KAY INC.
		China (People's Republic Of)	VITA YES	3	REGISTERED	
		China (People's Republic Of)	VITA YES (Chinese Characters)	3	REGISTERED	MARY KAY INC.
		Venezuela	VIVIENDO MI VIDA	3	PENDING APPLICATION	MARY KAY INC.
		Mexico	VIVIENDO MI VIDA	3	REGISTERED	MARY KAY INC.
		Hungary	Vxl (stylized)	3	REGISTERED	MARY KAY INC.
		El Salvador	Vxl (stylized)	3	REGISTERED	MARY KAY INC.
		Guatemala	Vxl (stylized)	3	REGISTERED	MARY KAY INC.
		Dominican Republic	Vxl (Stylized)	3	REGISTERED	MARY KAY INC.

Registration or Application Number	Registration or Application Date	Country	Mark	Classes	Status	Registered Owner
		Germany	Vxl (stylized)	3	REGISTERED	MARY KAY INC.
		Uruguay	Vxl (stylized)	3	REGISTERED	MARY KAY INC.
		Russian Federation	WITHOUT A WORD, YOU MAKE YOUR PRESENCE KNOWN	3	REGISTERED	MARY KAY INC.
		European Union	WITHOUT A WORD, YOU MAKE YOUR PRESENCE KNOWN	3	REGISTERED	MARY KAY INC.
		Canada	WITHOUT A WORD, YOU MAKE YOUR PRESENCE KNOWN		REGISTERED	MARY KAY INC.
		Argentina	WONDERFUL	3	PENDING APPLICATION	MARY KAY INC.
		Chile	WONDERFUL	9, 21	PENDING APPLICATION	MARY KAY INC.
		Argentina	WONDERFUL	9	PENDING APPLICATION	MARY KAY INC.
		Argentina	WONDERFUL	21	PENDING APPLICATION	MARY KAY INC.
		Canada	WONDERFUL		PENDING APPLICATION	MARY KAY INC.
		Taiwan	WONDERFUL	21	REGISTERED	MARY KAY INC.
		Taiwan	WONDERFUL	9	REGISTERED	MARY KAY INC.
		Mexico	WONDERFUL	3	REGISTERED	MARY KAY INC.
		Mexico	WONDERFUL	21	REGISTERED	MARY KAY INC.
		Mexico	WONDERFUL	9	REGISTERED	MARY KAY INC.
		Canada	WORRIES AWAY CARE PACKAGE	3	PENDING APPLICATION	MARY KAY INC.
		South Korea	WRINKLE REFINE	3	PENDING APPLICATION	MARY KAY INC.
		Taiwan	WRINKLE REFINE (In Chinese Characters)	3	PENDING APPLICATION	MARY KAY INC.
		Argentina	XO	3	REGISTERED	MARY KAY INC.
		Russian Federation	XO	3	REGISTERED	MARY KAY INC.
		France	XO	3	REGISTERED	MARY KAY INC.
		Italy	XO	3	REGISTERED	MARY KAY INC.
		Ukraine	XO	3	REGISTERED	MARY KAY INC.
		Mexico	XO	3	REGISTERED	MARY KAY INC.
		Portugal	XO	3	REGISTERED	MARY KAY INC.
		Hungary	XO	3	REGISTERED	MARY KAY INC.

Registration of Application Number	Registration of Application Date	Country	Mark	Classes	Status	Registered Owner
		Dominican Republic	XO	50	REGISTERED	MARY KAY INC.
		Canada	XO		PENDING APPLICATION	MARY KAY INC.
		Spain	XO	3	REGISTERED	MARY KAY INC.
		Brazil	XO	3	REGISTERED	MARY KAY INC.
		Taiwan	XO	6	REGISTERED	MARY KAY INC.
		Poland	XO	3	REGISTERED	MARY KAY INC.
		Thailand	XO	3	REGISTERED	MARY KAY INC.
		Benelux	XO	3	REGISTERED	MARY KAY INC.
		Germany	XO	3	REGISTERED	MARY KAY INC.
		Canada	YOUR ADDRESS FOR BUSINESS SUCCESS	42	PENDING APPLICATION	MARY KAY INC.

SUPPLEMENT NO. [ ] dated as of [ ], to the Guarantee and Collateral Agreement dated as of October 3, 2001 (the "*Guarantee and Collateral Agreement*"), among MARY KAY INC., a Delaware corporation (the "*Borrower*"); MARY KAY HOLDING CORPORATION, a Delaware corporation (the "*Parent*"), the Subsidiaries of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Grantor*" and collectively, the "*Subsidiary Grantors*"; the Subsidiary Grantors, the Parent and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined therein).

A. Reference is made to (i) the Credit Agreement dated as of October 3, 2001 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Parent, the Lenders from time to time party thereto (the "*Lenders*"), and CSFB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and as Collateral Agent, and (ii) the Guarantee and Collateral Agreement.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement and the Credit Agreement.

C. The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.16 of Guarantee and Collateral Agreement provides that additional Subsidiaries of the Borrower may become Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Loan Party*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Guarantor and Grantor under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Loan Party agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Loan Party by its signature below becomes a Grantor and Guarantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor and Guarantor and the New Loan Party hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Grantor and Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Guarantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Loan Party, as security for the payment and performance in full of the Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Loan Party's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Loan Party. Each reference to a "Grantor" or a "Guarantor" in the Guarantee and Collateral Agreement shall be deemed to include the New Loan Party. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Loan Party represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Loan Party and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Loan Party hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Loan Party and (b) set forth under its signature hereto, is the true and correct legal name of the New Loan Party, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and notices hereunder to the New Loan Party shall be given to it at the address set forth under its signature below.

SECTION 9. The New Loan Party agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Loan Party and the Collateral Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

[Name Of New Loan Party],

by

\_\_\_\_\_  
Name:

Title:

Address:

CREDIT SUISSE FIRST BOSTON,  
as Collateral Agent,

by

\_\_\_\_\_  
Name:

Title: Authorized Officer

by

\_\_\_\_\_  
Name:

Title: Authorized Officer



Schedule I  
to Supplement No. \_\_\_ to the  
Guarantee and  
Collateral Agreement

LOCATION OF COLLATERAL

Description

Location

Pledged Securities of the New Loan Party

CAPITAL STOCK

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Shares</u>	<u>Percentage of Shares</u>
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DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
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