

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Del Professional Products, Inc.		12/29/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78545224	MANICURED	
Serial Number:	78545223	MANICURED	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038275-0004 DEL PRO PROD		
NAME OF SUBMITTER:	Joanna L. Fowler		
Signature:	/Joanna L. Fowler/		
Date:	01/10/2006		

OP \$65.00 78545224

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 29, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. Del Laboratories, Inc., a Delaware corporation (the "Borrower") and DLI Holding II Corp., a Delaware corporation, ("Holdings"), have entered into a Credit Agreement, dated as of December 29, 2005 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, and the Administrative Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of December 29, 2005 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the following property now owned or 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, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, and all registrations of and applications to register the foregoing (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments

for past, present or future infringements and dilutions thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) any and all proceeds of the foregoing Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

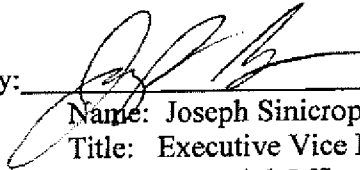
SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

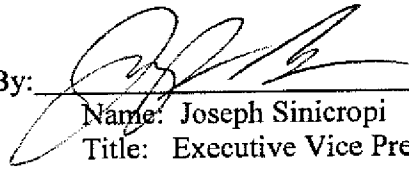
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

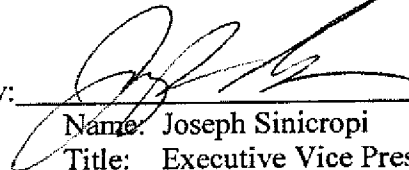
DEL LABORATORIES, INC.

By: 
Name: Joseph Sinicropi
Title: Executive Vice President and Chief
Financial Officer

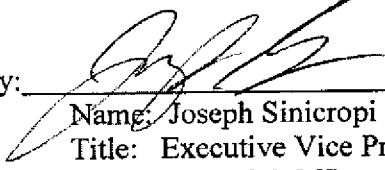
DEL PHARMACEUTICALS, INC.

By: 
Name: Joseph Sinicropi
Title: Executive Vice President and Chief
Financial Officer

DEL PROFESSIONAL PRODUCTS, INC.

By: 
Name: Joseph Sinicropi
Title: Executive Vice President and Chief
Financial Officer

PARFUMS SCHIAPARELLI, INC.

By: 
Name: Joseph Sinicropi
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Intellectual Property Security Agreement]

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On this 20th day of December, 2005, before me personally appeared Joseph Sinicropi, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Theresa Bisignano
Notary Public
9/22/07 Theresa Bisignano

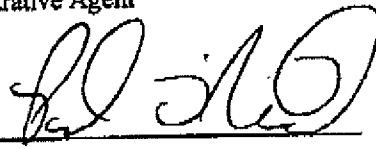
My commission expires:

THERESA BISIGNANO
Notary Public, State of New York
No. 01BI6098836
Qualified in Nassau County
Commission Expires September 22, 2007

[Signature Page to Intellectual Property Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____



Name:

Title:

Paul J. O'Neill
Sr. Vice President

Bank IP Security Agreement

Schedule I

I. Copyrights

None.

II. Patents

1. Patents Owned by Del Laboratories, Inc.

Patent No.	Inventor	Issue Date	Patent Described As
5,806,536	Tietjen	9/15/98	Artificial nail removal arrangement
4,842,610	Gordon & Chung	6/27/89	Depilatory compositions and methods
4,891,213	Gordon & Chung	1/2/90	Nail enamel containing microcrystalline cellulose
6,524,604	Ozelkan, Zhang & Malayev	2/25/03	Method, composition and kit to remove lice ova from the hair
6,479,043	Tietjen & Luciano	11/12/02	Depilatory composition
5,208,042	Gordon, Chan & Brasch	05/04/93	Stabilized mercuric oxide ointment compositions

III. Trademarks

A. Del Laboratories, Inc.

1. Active U.S. Registrations of Del Laboratories, Inc.

Country	Trademark	Reg No.	Reg Date	Status
USA	10 DAY SHINE	1971967	4/30/1996	Registered (Intent to Abandon)
USA	2000 LB. PROFESSIONAL STRENGTH NAIL GLUE	2267873	8/3/1999	Registered
USA	ADVANCED CUTICLE REPAIR	2,422,355	1/16/2001	Registered

Country	Trademark	Reg No.	Reg Date	Status
USA	AIRBRUSH LEGS	2,927,032	02/15/2005	Registered
USA	BIKINI PLUS	2,632,382	10/8/2002	Registered
USA	BLUSHDOMES	1470344	12/29/1987	Registered
USA	BLUSHING BRONZER	2430362	2/20/2001	Registered
USA	BROW & LINER	1184372	1/5/1982	Renewed
USA	COLOR FIX	2185940	9/1/1998	Registered
USA	COLOR WEAR	2076233	7/1/1997	Registered
USA	COLORDOMES	1470349	12/29/1987	Registered
USA	COLORWRITER	2186581	9/1/1998	Registered
USA	CONFLICT	0860673	11/19/1968	Renewed
USA	CORN SILK	0799233	11/23/1965	Renewed
USA	CORN SILK & DESIGN	1457919	9/22/1987	Registered
USA	CORN SILK (BLOCK)	1193832	4/20/1982	Renewed
USA	COVER OVER	0789223	5/4/1965	Renewed
USA	CRÈME EMOLIA	0784136	01/26/1965	Registered
USA	DEFINE & DAZZLE	1333915	5/7/1985	Registered
USA	DIAMOND STRENGTH	2908569	12/7/2004	Registered
USA	DRY KWIK	1162389	7/28/1981	Registered
USA	EXACTA TWEETZE	1436250	4/14/1987	Registered
USA	FAST OFF	2,480,824	8/21/2001	Registered
USA	FEEL THE QUENCHER DIFFERENCE	1423534	1/6/1987	Registered
USA	FG	1316450	01/29/1985	Registered
USA	FLAME GLOW	1311886	1/1/1985	Registered
USA	FLAME GLOW	1369733	11/12/1985	Registered
USA	FLASH GLANCES	1321713	02/26/1985	Registered
USA	FORTIPLEX	2220980	01/26/1999	Registered
USA	GENTLE PERFORMANCE	1442628	6/16/1987	Registered
USA	GLEAM-ON	0877886	9/30/1969	Renewed
USA	HARD AS NAILS	0889821	4/21/1970	Renewed
USA	HARD AS NAILS (LOGO)	0675695	3/17/1959	Renewed
USA	HEALING BEAUTY	2768070	9/23/2003	Registered

Country	Trademark	Reg No.	Reg Date	Status
USA	HEALING BEAUTY	2,853,412	6/15/2004	Registered
USA	HIGH SHINE	1306609	11/20/1984	Renewed
USA	INSTA-DRI	2,801,229	12/30/2003	Registered
USA	INSTANT FIX	2953904	05/17/2005	Registered
USA	INSTANT FIT NAILS	2299069	07/28/1999	Registered
USA	KWIK OFF	1560406	10/17/1989	Registered
USA	KWIK OFF	2,605,899	8/6/2002	Registered
USA	LA CROSS	1661383	10/22/1991	Renewed
USA	LIP GRIP	2,743,440	7/29/2003	Registered
USA	LIP QUENCHER	1005706	3/4/1975	Renewed
USA	LIP WAVES	1418060	11/25/1986	Registered
USA	LUSH LIPS	1052219	11/9/1976	Renewed
USA	MEGA SHINE	2,483,354	8/28/2001	Registered
USA	MEND-A-NAIL	680590	6/16/1959	Renewed
USA	MICRO DIAMOND	2,464,611	6/26/2001	Registered
USA	MICRO LAMINATE	2286691	10/12/1999	Registered
USA	MICRON	1499169	8/9/1988	Registered
USA	MIRRORED BOTTLE & Design	2,670,555	12/31/2002	Registered
USA	MISS KISS	2,670,182	12/31/2002	Registered
USA	N.Y.C. NEW YORK COLOR LOGO	2418035	1/2/2001	Registered
USA	NAIL ART ELEGANCE KIT	2276758	9/7/1999	Registered (Intent to Abandon)
USA	NAIL ART ESSENTIALS KIT	2276757	9/7/1999	Registered (Intent to Abandon)
USA	NAIL PROTEX	0770502	5/26/1964	Renewed
USA	NAIL THERAPY	1429739	2/24/1987	Registered
USA	NATURAL GLOW	1421743	12/23/1986	Registered
USA	NATURALLY VANILLA	1964653	3/26/1996	Registered (Intent to Abandon)
USA	NATURISTICS	1794584	9/28/1993	Renewed
USA	NATURISTICS	1889095	4/11/1995	Registered
USA	NEARLY NUDE	1466862	12/1/1987	Renewed
USA	NO MORE BREAKS	1615374	10/2/1990	Renewed
USA	NO MORE FUNGUS	2954913	05/24/2005	Registered

Country	Trademark	Reg No.	Reg Date	Status
USA	NO MORE MISTAKES	1987675	7/16/1996	Registered
USA	NO SMUDGE TOE SPACERS	1512371	11/15/1988	Registered
USA	NT	1426193	11/04/1986	Registered
USA	NUTRI-TONIC	810241	6/21/1966	Renewed
USA	PERFECT HARMONY	2246572	05/18/1999	Registered
USA	POWER SHIELD	2086568	8/5/1997	Registered
USA	PRECISE LASH	2104263	10/7/1997	Registered
USA	PRECISE TWEEZE	2015938	11/12/1996	Registered
USA	RADIANT BLUSH	1437648	4/28/1987	Registered
USA	REJUVIA	279989	2/10/1931	Renewed
USA	REJUVIA VITAMIN E ALL NIGHT MOISTURE REC	1487316	5/10/1988	Registered
USA	RENEW A CURL	1356124	8/27/1985	Registered
USA	RENEW A PERM	1567829	11/28/1989	Renewed
USA	SALLY HANSEN	688093	11/10/1959	Renewed
USA	SALLY HANSEN	790825	6/8/1965	Renewed
USA	SALLY HANSEN (LOGO IN SCRIPT)	1295408	9/18/1984	Renewed
USA	SALLY HANSEN INSTANT STRENGTH	1560372	10/17/1989	Registered
USA	SALLY HANSEN MAXIMUM GROWTH	1416342	11/11/1986	Registered
USA	SALLY HANSEN NO CHIP	1447033	7/14/1987	Registered
USA	SALLY HANSEN PROFESSIONAL	1931107	10/31/1995	Registered
USA	SCENTS OF BEING THERE	2377693	8/15/2000	Registered
USA	SCRUB 'N SOFTEN	1510998	11/1/1988	Registered
USA	SEA SPLASH	1845314	7/19/1994	Renewed
USA	SHADOW SWIRLS	1414676	10/28/1986	Registered
USA	SHAPE & HOLD	1374480	12/10/1985	Registered

Country	Trademark	Reg. No.	Reg. Date	Status
USA	SHINE CONTROL	1391196	4/22/1986	Registered (Intent to Abandon)
USA	SMOOTH-IT FOOT WAND	1505618	9/27/1988	Registered
USA	SPRAY-OFF	2762519	11/09/2003	Registered
USA	SUDDENLY NAILS	2058278	4/29/1997	Registered
USA	SUPER CLIP	1990560	7/30/1996	Registered
USA	SUMMER SHINE	1320270	2/19/1985	Registered (Intent to Abandon)
USA	SUNNY	2276695	09/07/1999	Registered
USA	SUPER SHINE	1269568	3/13/1984	Renewed
USA	SUPER STRONG	1457811	9/15/1987	Registered
USA	SUPERHOLD NAIL GLUE	1306576	11/20/1984	Renewed
USA	SWEET LIPS	1422465	12/30/1986	Registered
USA	SWEET TREATS	2241310	4/20/1999	Registered
USA	THE NAIL CLINIC IN A BOTTLE	2067626	6/3/1997	Registered
USA	THICKEN UP	2242104	4/27/1999	Registered
USA	THICKEN-IT	1895810	5/30/1995	Registered
USA	TINI-TWEEZE	2,486,087	9/4/2001	Registered
USA	TRIPLE SMOOTH	2,468,295	7/10/2001	Registered
USA	ULTIMATE SHIELD	2039756 2309756	1/18/2000	Registered
USA	WET FLAMES	871442	6/17/1969	Renewed
USA	WHIPPED PEARL	861107	11/26/1968	Renewed
USA	WHITE HANDS	508119	3/29/1949	Renewed
USA	WHITE RIVER MUSK	1903328	7/4/1995	Registered
USA	ZERO SHINE	2434400	3/6/2001	Registered

2. Pending U.S. Applications of Del Laboratories, Inc.

Country	Trademark	Serial No.	App. Date	Status
USA	AIRBRUSH SUN	78/506,963	10/27/2004	Pending*
USA	BE-LONG	78/507,203	10/28/2004	Pending

* Applications filed on an "intent-to-use" basis under 15 U.S.C. § 1051(b) are not part of the Collateral, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

Country	Trademark	Serial No.	App. Date	Status
USA	EYE NEW	78/649,910	6/14/2005	Pending*
USA	JUST FEET			
USA	LIP INFLATION	78/645,905	6/8/2005	Pending*
USA	MAGICAL NAIL MAKEUP	78/353,031	1/16/2004	Pending*
USA	NAIL GLOSSIES	78/704,190	8/31/2005	Pending*
USA	NAIL GROWTH MIRACLE	78/301,812	9/17/2003	Pending*
USA	NATURAL FLEX	78/328,797	11/17/2003	Pending*
USA	N.Y.C. NOURISH YOUR COMPLEXION	78/649,906	6/14/2005	Pending*
USA	PERFECT-GLIDE BRUSH	78/649,290	6/13/2005	Pending
USA	SALLY HANSEN MIRACLE CURE	78/769,634	12/08/2005	Pending
USA	SALLY HANSEN XTREME WEAR	78/645,903	6/8/2005	Pending*
USA	SALLY HANSEN FAST AND FLAWLESS	78/328,100	11/14/2003	Pending*
USA	SPEED SHINE	78/769,655	12/08/2005	Pending
USA	SUPER STRONG	76/597,359	6/14/2004	Pending

B. Del Pharmaceuticals, Inc.

1. Active U.S. Registrations of Del Pharmaceuticals, Inc.

Country	Trademark	Reg No.	Reg Date	Status
USA	ARTHICARE	1793360	9/21/1993	Renewed
USA	AURO	1,236,010	5/3/1983	Renewed
USA	AURO-DRI	1430843	3/3/1987	Registered
USA	BABY ORAJEL	1168895	9/15/1981	Renewed
USA	BOIL-EASE	771,406	6/16/1964	Renewed
USA	DENTURE ORAJEL	2219413	1/19/1999	Registered
USA	DERMAREST	1499210	8/9/1988	Registered
USA	DETANE	932502	4/18/1972	Renewed
USA	DIAPER GUARD	1500148	8/16/1988	Registered
USA	DIDELAMINE	932501	4/18/1972	Renewed
USA	DRICORT	1749219	1/26/1993	Renewed
USA	GENTLE NATURALS	2,730,448	6/24/2003	Registered
USA	OCU-BATH	0857383	9/24/1968	Renewed
USA	OCU-DROP	0855439	8/27/1968	Renewed
USA	OFF-EZY	0592383	7/13/1954	Renewed
USA	OFF-EZY (DESIGN)	1,259,783	12/6/1983	Renewed

Country	Trademark	Reg No.	Reg Date	Status
USA	ORAJEL	1166935	9/1/1981	Renewed
USA	ORAJEL MOUTH-AID	1320331	02/19/1985	Registered
USA	ORAJEL P.M.	2058425	4/29/1997	Registered
USA	PERIOSEPTIC	1854017	9/13/1994	Renewed
USA	PRONTO	1345457	7/2/1985	Registered
USA	PRONTO	1441745	6/9/1987	Registered
USA	PROPA P.H.	0775933	8/25/1964	Renewed
USA	PROPA P.H. (LOGO)	2061952	5/13/1997	Registered
USA	RECOVER	0883021	12/23/1969	Renewed
USA	SKIN SHIELD	2,667,626	12/31/2002	Registered
USA	STYGIENE	1,805,077	11/16/1993	Renewed
USA	TANAC	0867071	3/25/1969	Registered
USA	TRIALKA	0793582	8/3/1965	Registered
USA	TRIPTONE	0647728	7/2/1957	Renewed

2. Pending U.S. Applications of Del Pharmaceuticals, Inc.

Country	Trademark	Serial No.	App Date	Status
USA	DIABETAID (Stylized)	76/356,223	1/9/2002	Opposition Pending

C. Del Professional Products, Inc.

1. Pending U.S. Applications of Del Professional Products, Inc.

Country	Trademark	Serial No.	App Date	Status
USA	MANICURED (BLACK & RED LOGO)	78/545,224	1/11/2005	Pending*
USA	MANICURED (WORDMARK)	78/545,223	1/11/2005	Pending*

* Applications filed on an "intent-to-use" basis under 15 U.S.C. § 1051(b) are not part of the Collateral, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

D. Parfums Schiaparelli

1. Active U.S. Registrations of Parfums Schiaparelli

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