

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		10/28/2005	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Del Laboratories, Inc.
<b>Street Address:</b>	178 EAB Plaza, 8th Floor
<b>City:</b>	Uniondale
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11556
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 105**

Property Type	Number	Word Mark
Registration Number:	1971967	10 DAY SHINE
Registration Number:	2267873	2000 LB. PROFESSIONAL STRENGTH NAIL GLUE
Registration Number:	2422355	ADVANCED CUTICLE REPAIR
Registration Number:	2927032	AIRBRUSH LEGS
Registration Number:	0802379	BEAUTE VUES
Registration Number:	2632382	BIKINI PLUS
Registration Number:	1470344	BLUSHDOMES
Registration Number:	2430362	BLUSHING BRONZER
Registration Number:	1184372	BROW & LINER
Registration Number:	2185940	COLOR FIX
Registration Number:	2076233	COLOR WEAR
Registration Number:	1470349	COLORDOMES
Registration Number:	2186581	COLORWRITER
Registration Number:	0860673	CONFLICT

OP \$2640.00 1971967

Registration Number:	0799233	CORN SILK
Registration Number:	1457919	CORN SILK
Registration Number:	1193832	CORN SILK
Registration Number:	0789223	COVER OVER
Registration Number:	1333915	DEFINE & DAZZLE
Registration Number:	2908569	DIAMOND STRENGTH
Registration Number:	1162389	'DRY-KWIK'
Registration Number:	1436250	EXACTA TWEEZE
Registration Number:	2480824	FAST OFF
Registration Number:	1423534	FEEL THE QUENCHER DIFFERENCE
Registration Number:	1311886	FLAME GLOW
Registration Number:	1369733	FLAME GLOW
Registration Number:	1442628	GENTLE PERFORMANCE
Registration Number:	0877886	GLEAM-ON
Registration Number:	0889821	HARD AS NAILS
Registration Number:	0675695	HARD AS NAILS
Registration Number:	2768070	HEALING BEAUTY
Registration Number:	2853412	HEALING BEAUTY
Registration Number:	1306609	HIGH SHINE
Registration Number:	2801229	INSTA-DRI
Registration Number:	2953904	INSTANT FIX
Registration Number:	1560406	KWIK OFF
Registration Number:	2605899	KWIK OFF
Registration Number:	1661383	LA CROSS
Registration Number:	2743440	LIP GRIP
Registration Number:	1005706	LIP QUENCHER
Registration Number:	1418060	LIP WAVES
Registration Number:	1052219	LUSH LIPS
Registration Number:	2340933	MAXI-GRIP
Registration Number:	2483354	MEGA SHINE
Registration Number:	0680590	MEND-A-NAIL
Registration Number:	2464611	MICRO DIAMOND
Registration Number:	1499169	MICRON
Registration Number:	2670555	
Registration Number:	2670182	MISS KISS

Registration Number:	2418035	N.Y.C. NEW YORK COLOR
Registration Number:	2276758	NAIL ART ELEGANCE KIT
Registration Number:	2276757	NAIL ART ESSENTIALS KIT
Registration Number:	0770502	NAIL PROTEX
Registration Number:	1429739	NAIL THERAPY
Registration Number:	1421743	NATURAL GLOW
Registration Number:	1964653	NATURALLY VANILLA
Registration Number:	1794584	NATURISTICS
Registration Number:	1889095	NATURISTICS
Registration Number:	1466862	NEARLY NUDE
Registration Number:	1615374	NO-MORE BREAKS
Registration Number:	1987675	NO MORE MISTAKES
Registration Number:	1512371	NO SMUDGE TOE SPACERS
Registration Number:	0810241	NUTRI-TONIC
Registration Number:	2086568	POWER SHIELD
Registration Number:	2104263	PRECISE LASH
Registration Number:	2015938	PRECISE TWEEZE
Registration Number:	1437648	RADIANT BLUSH
Registration Number:	0279989	REJUVIA
Registration Number:	1487316	REJUVIA VITAMIN E ALL NIGHT MOISTURE RECOVERY
Registration Number:	1356124	RENEW A CURL
Registration Number:	1567829	RENEW A PERM
Registration Number:	0688093	SALLY HANSEN
Registration Number:	0790825	SALLY HANSEN
Registration Number:	1295408	SALLY HANSEN
Registration Number:	1560372	SALLY HANSEN INSTANT STRENGTH
Registration Number:	1416342	SALLY HANSEN MAXIMUM GROWTH
Registration Number:	1447033	SALLY HANSEN NO CHIP
Registration Number:	1931107	SALLY HANSEN PROFESSIONAL
Registration Number:	2377693	SCENTS OF BEING THERE
Registration Number:	1510998	SCRUB 'N SOFTEN
Registration Number:	1845314	SEA SPLASH
Registration Number:	1414676	SHADOW SWIRLS
Registration Number:	1374480	SHAPE & HOLD
Registration Number:	1391196	SHINE CONTROL

Registration Number:	1505618	SMOOTH-IT FOOT WAND
Registration Number:	2058278	SUDDENLY NAILS
Registration Number:	1990560	SUPER CLIP
Registration Number:	1320270	SUMMER SHINE
Registration Number:	1269568	SUPER SHINE
Registration Number:	1457811	SUPER STRONG
Registration Number:	1306576	SUPERHOLD NAIL GLUE
Registration Number:	1422465	SWEET LIPS
Registration Number:	2241310	"SWEET TREATS"
Registration Number:	2067626	THE NAIL CLINIC IN A BOTTLE
Registration Number:	2242104	THICKEN UP
Registration Number:	1895810	THICKEN-IT
Registration Number:	2486087	TINI-TWEEZE
Registration Number:	2468295	TRIPLE SMOOTH
Registration Number:	0871442	WET FLAMES
Registration Number:	0861107	WHIPPED PEARL
Registration Number:	0508119	WHITE HANDS
Registration Number:	1903328	WHITE RIVER MUSK
Registration Number:	2434400	ZERO SHINE
Serial Number:	76597359	SUPER STRONG
Registration Number:	2309756	ULTIMATE SHIELD

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Julie L. Dalke  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038275-0004 (RELEASE)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	11/04/2005

Total Attachments: 9

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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of October 28, 2005, from JPMorgan Chase Bank, N.A., a Delaware corporation having a principal place of business at 270 Park Avenue, 4th Floor, New York, New York, 10017, as administrative agent (in such capacity, the "Administrative Agent") for the banks, financial institutions and other entities (the "Lenders") from time to time party as Lenders under the January 2005 Credit Agreement (as hereinafter defined), to Del Laboratories, Inc., a Delaware corporation having a principal place of business at 178 EAB Plaza, 8th Floor, Uniondale, New York 11556 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the (i) Credit Agreement, dated as of January 27, 2005 (as amended, supplemented, or otherwise modified from time to time, the "January 2005 Credit Agreement"), among DLI Acquisition Corp. (the "Borrower"), DLI Holding II Corp. the Lenders, J.P. Morgan Securities, Inc. and Bear, Stearns & Co. Inc., as joint lead arrangers and bookrunners, Bear Stearn Corporate Lending, Inc., as syndication agent, Deutsche Bank Securities, Inc., as co-agent and documentation agent, and the Administrative Agent, and (ii) the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, it was a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the January 2005 Credit Agreement that the Grantor execute and deliver that certain Guarantee and Collateral Agreement, dated as of January 27, 2005 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, the Grantor agreed as a condition of the Guarantee and Collateral Agreement to execute that certain Intellectual Property Security Agreement, dated as of January 27, 2005 (the "Security Agreement"), between the Grantor, Del Pharmaceuticals, Inc., Del Professional Products, Inc., Parfums Schiaparelli, Inc. and the Administrative Agent;

WHEREAS, under the terms of the Guarantee and Collateral Agreement and the Security Agreement, the Grantor granted a security interest (the "Security Interest") to the Administrative Agent in certain Trademarks (as hereinafter defined) for the benefit of the Secured Parties;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 1, 2005, at Reel 3020, Frame 0134;

WHEREAS, the Grantor has entered into new financing arrangements pursuant to (i) the Credit Agreement, dated as of October 28, 2005 (as amended, supplemented, or otherwise modified from time to time), by and among the Grantor, DLI Holding II Corp., a Delaware corporation, the banks, financial institutions and other entities from time to time party thereto, J.P. Morgan Securities Inc., as sole lead arranger and sole bookrunner, and the Administrative Agent, (ii) the Collateral Agency Agreement, dated as of October 28, 2005 (as amended, supplemented, or otherwise modified from time to time) by and among the Grantor, the other grantors from time to time party thereto, Wells Fargo Bank, N.A., as trustee under the Indenture (as defined therein) and Wells Fargo Bank, N.A., as collateral agent and (iii) the Purchase Agreement, dated as of October 20, 2005 (as amended, supplemented, or otherwise modified from time to time) by and among the Grantor, certain subsidiaries of the Grantor as guarantors, and Bear, Stearns & Co. Inc., J.P. Morgan Securities Inc. and Deutsche Bank Securities Inc, as Initial Purchasers (as defined therein); and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the January 2005 Credit Agreement, the Guarantee and Collateral Agreement and the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

SECTION 1. Trademarks: The term "Trademarks," as used herein, shall mean (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 and any new renewals thereof, including each registration and application identified in Schedule I hereto, (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.

SECTION 2. Release of Security Interest: The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Administrative Agent in such Trademarks shall hereby cease and become void.

SECTION 3. Further Assurances: The Administrative Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

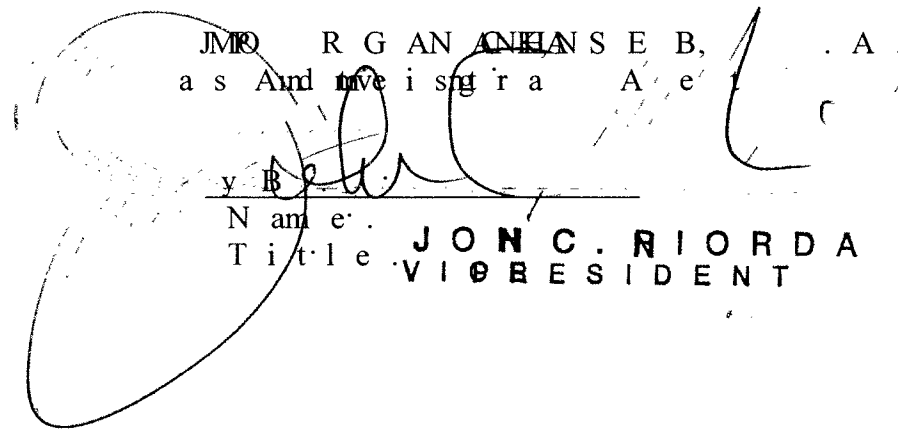
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executed by the IN WITNESS WHEREOF, the undersigned has  
at the date hereof by its duly authorized officer as o

JMO R G AN ANEINSE B, . A .  
as Administrator A e



Name: \_\_\_\_\_  
Title: JON C. RIORDA  
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF NEW YORK            )  
  :SS:  
COUNTY OF Bronx            )

On Oct 27, 2005 before me, the undersigned, personally appeared  
John C. Rendon

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Ranessa Pitt  
(signature and office of individual taking acknowledgment)

**RANESHA PITT**  
Notary Public, State of New York  
No. 01PI6046637  
Qualified in Bronx County  
Commission Expires August 14, 2006

S C H E D U L E I

T r a d e m a r k R e g i s t r a t i o n s

<b>Country</b>	<b>Trademark</b>	<b>Class</b>	<b>Reg No.</b>	<b>Reg Date</b>
USA	10 DAY SHINE	3	1971967	4/30/1996
USA	2000 LB. PROFESSIONAL STRENGTH NAIL GLUE	3	2267873	8/3/1999
USA	ADVANCED CUTICLE REPAIR	3	2,422,355	1/16/2001
USA	AIRBRUSH LEGS	3	2,927,032	2/15/2005
USA	BEAUTE VUES	3	0802379	1/18/1966
USA	BIKINI PLUS	5	2,632,382	10/8/2002
USA	BLUSHDOMES	3	1470344	12/29/1987
USA	BLUSHING BRONZER	3	2430362	2/20/2001
USA	BROW & LINER	3	1184372	1/5/1982
USA	COLOR FIX	3	2185940	9/1/1998
USA	COLOR WEAR	3	2076233	7/1/1997
USA	COLORDOMES	3	1470349	12/29/1987
USA	COLORWRITER	3	2186581	9/1/1998
USA	CONFLICT	3	0860673	11/19/1968
USA	CORN SILK	3	0799233	11/23/1965
USA	CORN SILK & DESIGN	3	1457919	9/22/1987
USA	CORN SILK (BLOCK)	3	1193832	4/20/1982
USA	COVER OVER	3	0789223	5/4/1965
USA	DEFINE & DAZZLE	3	1333915	5/7/1985
USA	DIAMOND STRENGTH	3	2908569	12/7/2004
USA	DRY KWIK	3	1162389	7/28/1981
USA	EXACTA TWEEZE	8	1436250	4/14/1987
USA	FAST OFF	3	2,480,824	8/21/2001
USA	FEEL THE QUENCHER DIFFERENCE	3	1423534	1/6/1987
USA	FLAME GLOW	3	1311886	1/1/1985
USA	FLAME GLOW	3, 16, 21	1369733	11/12/1985
USA	GENTLE PERFORMANCE	3	1442628	6/16/1987
USA	GLEAM-ON	3	0877886	9/30/1969
USA	HARD AS NAILS	3	0889821	4/21/1970

Country	Trademark	Class	Reg No.	Reg Date
USA	HARD AS NAILS (LOGO)	3	0675695	3/17/1959
USA	HEALING BEAUTY	3	2768070	9/23/2003
USA	HEALING BEAUTY	3	2,853,412	6/15/2004
USA	HIGH SHINE		1306609	11/20/1984
USA	INSTA-DRI	3	2,801,229	12/30/2003
USA	INSTANT FIX	3	2953904	05/17/2005
USA	KWIK OFF	3	1560406	10/17/1989
USA	KWIK OFF	3	2,605,899	8/6/2002
USA	LA CROSS	3, 8, 21	1661383	10/22/1991
USA	LIP GRIP	3	2,743,440	7/29/2003
USA	LIP QUENCHER	3	1005706	3/4/1975
USA	LIP WAVES	3	1418060	11/25/1986
USA	LUSH LIPS	3	1052219	11/9/1976
USA	MAXI-GRIP	3	2340933	4/11/2000
USA	MEGA SHINE		2,483,354	8/28/2001
USA	MEND-A-NAIL	3	680590	6/16/1959
USA	MICRO DIAMOND	3	2,464,611	6/26/2001
USA	MICRON	3	1499169	8/9/1988
USA	MIRRORED BOTTLE design	3	2,670,555	12/31/2002
USA	MISS KISS	3	2,670,182	12/31/2002
USA	N.Y.C. NEW YORK COLOR LOGO	3	2418035	1/2/2001
USA	NAIL ART ELEGANCE KIT	3	2276758	9/7/1999
USA	NAIL ART ESSENTIALS KIT	3	2276757	9/7/1999
USA	NAIL PROTEX	3	0770502	5/26/1964
USA	NAIL THERAPY	3	1429739	2/24/1987
USA	NATURAL GLOW	8	1421743	12/23/1986
USA	NATURALLY VANILLA	3	1964653	3/26/1996
USA	NATURISTICS	3	1794584	9/28/1993
USA	NATURISTICS	3, 8, 21	1889095	4/11/1995
USA	NEARLY NUDE	3	1466862	12/1/1987
USA	NO MORE BREAKS	3	1615374	10/2/1990
USA	NO MORE MISTAKES	8	1987675	7/16/1996
USA	NO SMUDGE TOE SPACERS	8	1512371	11/15/1988
USA	NUTRI-TONIC	3	810241	6/21/1966
USA	POWER SHIELD	3	2086568	8/5/1997
USA	PRECISE LASH	8	2104263	10/7/1997

Country	Trademark	Class	Reg No.	Reg Date
USA	PRECISE TWEEZE	8	2015938	11/12/1996
USA	RADIANT BLUSH	3	1437648	4/28/1987
USA	REJUVIA	3	279989	2/10/1931
USA	REJUVIA VITAMIN E ALL NIGHT MOISTURE REC	3	1487316	5/10/1988
USA	RENEW A CURL	3	1356124	8/27/1985
USA	RENEW A PERM	3	1567829	11/28/1989
USA	SALLY HANSEN	3	688093	11/10/1959
USA	SALLY HANSEN	3	790825	6/8/1965
USA	SALLY HANSEN (LOGO IN SCRIPT)	3	1295408	9/18/1984
USA	SALLY HANSEN INSTANT STRENGTH	3	1560372	10/17/1989
USA	SALLY HANSEN MAXIMUM GROWTH	3	1416342	11/11/1986
USA	SALLY HANSEN NO CHIP	3	1447033	7/14/1987
USA	SALLY HANSEN PROFESSIONAL	3, 8, 21	1931107	10/31/1995
USA	SCENTS OF BEING THERE	3	2377693	8/15/2000
USA	SCRUB 'N SOFTEN	21	1510998	11/1/1988
USA	SEA SPLASH	3	1845314	7/19/1994
USA	SHADOW SWIRLS	3	1414676	10/28/1986
USA	SHAPE & HOLD	3	1374480	12/10/1985
USA	SHINE CONTROL	3	1391196	4/22/1986
USA	SMOOTH-IT FOOT WAND	8	1505618	9/27/1988
USA	SUDDENLY NAILS	3	2058278	4/29/1997
USA	SUPER CLIP	8	1990560	7/30/1996
USA	SUMMER SHINE	3	1320270	2/19/1985
USA	SUPER SHINE	3	1269568	3/13/1984
USA	SUPER STRONG	3	1457811	9/15/1987
USA	SUPERHOLD NAIL GLUE	3	1306576	11/20/1984
USA	SWEET LIPS	3	1422465	12/30/1986
USA	"SWEET TREATS"	3	2241310	4/20/1999
USA	THE NAIL CLINIC IN A BOTTLE	3	2067626	6/3/1997
USA	THICKEN UP	3	2242104	4/27/1999
USA	THICKEN-IT	3	1895810	5/30/1995
USA	TINI-TWEEZE	8	2,486,087	9/4/2001

Country	Trademark	Class	Reg No.	Reg Date
USA	TRIPLE SMOOTH	3	2,468,295	7/10/2001
USA	ULTIMATE SHIELD	3	2039756	1/18/2000
USA	WET FLAMES	3	871442	6/17/1969
USA	WHIPPED PEARL	3	861107	11/26/1968
USA	WHITE HANDS	5	508119	3/29/1949
USA	WHITE RIVER MUSK	3	1903328	7/4/1995
USA	ZERO SHINE	3	2434400	3/6/2001

Trademark Applications

Country	Trademark	Class	Serial No.	App. Date
USA	SUPER STRONG	3	76/597,359	6/14/2004