

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Party data to add Stila Corporation previously recorded on Reel 003375 Frame 0552. Assignor(s) hereby confirms the Security Interest between Stila International, Inc., Stila UK Limited and The CIT Group/Business Credit, Inc..

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stila Corporation		08/08/2006	CORPORATION:

RECEIVING PARTY DATA	
Name:	The CIT Group/Business Credit, Inc.
Street Address:	505 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 61		
Property Type	Number	Word Mark
Registration Number:	2257678	ALL OVER SHIMMER
Serial Number:	78628857	STILA
Registration Number:	2583382	AQUA FLAUNT
Registration Number:	2360804	BEAUTY ABC'S
Registration Number:	2783228	BOUQUET DU JOUR
Registration Number:	2931819	BROW POLISH
Registration Number:	2727762	CLEAR COLOR
Registration Number:	2518626	COLOR COURIER
Registration Number:	2483725	COLOR PUSH-UPS
Registration Number:	2358591	CONVERTIBLE COLOR

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Registration Number:	2613036	STILA CONVERTIBLE COLOR	
Registration Number:	2846840	CONVERTIBLE LASH + LINE	
Registration Number:	2738986	CONVERTIBLE LIP COLOR	
Registration Number:	2800953	CRÈME BOUQUET	
Registration Number:	2244558		
Registration Number:	2244555		
Registration Number:	2392311		
Registration Number:	2244556		
Registration Number:	2244557		
Registration Number:	2282937	EYE ROUGE	
Serial Number:	78138262	FIBER OPTICS	
Registration Number:	2691289	FLAUNT	
Serial Number:	78608734	STILA	
Registration Number:	2417833	H2OFF	
Registration Number:	2485027	H2OFF	
Registration Number:	2631472	STILA ILLUMINATING POWDER FOUNDATION	
Serial Number:	78559618	STILA IT GLOSS	
Registration Number:	2722472	JADE BLOSSOM	
Serial Number:	78559057	LASH BOOST	
Serial Number:	78559073	LASH POLISH	
Registration Number:	2791832	LASH VISOR	
Registration Number:	2961292	MAJOR LASH	
Serial Number:	78304038	MAJOR LINE	
Serial Number:	78223644	MANDARIN BLOOM	
Registration Number:	2961487	MIDNIGHT BLOOM	
Serial Number:	78621910	STILA MIDNIGHT BLOOM	
Registration Number:	2421508		
Registration Number:	2421507		
Registration Number:	2829858		
Registration Number:	2827764	STILA	
Registration Number:	2220261	NAIL SHIMMER	
Serial Number:	78379181	PETAL INFUSIONS	

TRADEMARK

Registration Number:	2776092	PIVOTAL SKIN
Registration Number:	2744878	PIVOTAL SUN
Registration Number:	2722583	SKIN VISOR
Registration Number:	2968693	STILA SMUDGE POTS
Registration Number:	2024328	STILA
Registration Number:	2704409	STILA
Registration Number:	2423080	STILA
Registration Number:	2424889	STILA
Registration Number:	2709765	STILA
Registration Number:	2565973	STILA
Registration Number:	2999067	STILA
Registration Number:	2761954	STILA
Registration Number:	2492990	STILA
Registration Number:	2480314	STILA
Registration Number:	2494988	STILA SPORT
Serial Number:	78827183	STILA STUDIO
Serial Number:	78095734	STILA STUDIO
Registration Number:	2464351	STILA SUN
Serial Number:	78135758	THE LOOK OF SKIN IS IN

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-609-7838
 Email: tsettle@vedderprice.com
 Correspondent Name: Tammy S. Settle
 Address Line 1: 222 North LaSalle Street
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 27804.00.0034/TSS

NAME OF SUBMITTER: Tammy S. Settle

Signature: /tsettle/

Date: 02/19/2007

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Assignment

Total Attachments: 16

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RECEIPT INFORMATION

ETAS ID: TM76967
 Receipt Date: 02/19/2007
 Fee Amount: \$1540



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08/23/2006
 900056319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stlla International, Inc.		08/08/2006	CORPORATION: DELAWARE
Stlla UK Limited		08/08/2006	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	505 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

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Fax Number: (312)609-5005

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Phone: 312-609-7838

Email: tsettle@vedderprice.com

Correspondent Name: Tammy S. Settle

Address Line 1: 222 North LaSalle Street

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	27804.00.0034/TSS
NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	08/23/2006

Total Attachments: 8

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EXECUTION COPY**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of this 8th day of August, 2006, by STILA CORP., a Delaware corporation, with its principal place of business at 2801 Hyperion Avenue (Studios 102, 103 and 104), Los Angeles, CA ("Stila"), STILA INTERNATIONAL, INC., a Delaware corporation, with its principal place of business at 2801 Hyperion Avenue (Studios 102, 103 and 104), Los Angeles, CA ("Stila International"), and STILA UK LIMITED, a private limited company organized under the laws of England and Wales, with its principal place of business at 2801 Hyperion Avenue (Studios 102, 103 and 104), Los Angeles, CA ("Stila UK"), together with Stila and Stila International, individually and collectively, as the situation may so require, herein "Grantor", in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, with offices at 505 Fifth Avenue, New York, New York 10017, as agent ("Agent") on behalf of the lenders (the "Lenders") party to that certain Financing Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Financing Agreement") among Agent, the Lenders and Grantor.

WITNESSETH:

WHEREAS, Grantor acknowledges that the extensions of credit and other financial accommodations contemplated by the Financing Agreement will inure to the benefit of Grantor and it is in the direct interest and to the advantage of Grantor that it execute and deliver this Agreement; and

WHEREAS, the Financing Agreement provides, among other things, (i) for Agent, on behalf of the Lenders, to make certain loans, advances and extensions of credit, all to or for the account of the Companies and (ii) for the grant by the Grantor to Agent, for the benefit of the Lenders, of a security interest in certain of the Grantor's assets including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or copyrights, copyright applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth herein.

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

1. Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

2. Grant of Security Interest. To secure the payment of the Obligations, each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest, effective immediately, in all of each of the Grantor's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

(a) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the

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patents and patent applications, if any, listed on Schedule A attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(b) Trademarks, trademark registrations and/or applications and tradenames and service marks including, without limitation, the trademark registrations and applications listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(c) Copyrights and copyright applications, and the literary property described and claimed therein, including, without limitation, those copyrights and copyright applications listed on Schedule C attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyright Collateral");

(d) Any license agreement in which the Grantor is or becomes licensed to use any patents and/or trademarks and/or copyrights owned by a third party including, without limitation, the license agreements listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(e) The goodwill of the Grantor's business connected with and symbolized by the Intellectual Property Collateral; and

(f) All cash and non-cash proceeds of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include, and Grantor shall not be deemed to have granted a lien or security interest hereunder in, any Patent Collateral, Trademark Collateral, Copyright Collateral or License Collateral that is excluded from the definition of "Collateral" pursuant to the provisos to such definition contained in the Financing Agreement.

3. Agent's Rights. Upon the occurrence and during the continuance of any Event of Default hereunder, Agent, for the benefit of the Lenders, shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give Stila reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of Stila set forth above at least ten (10) days before the date of

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such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent, for the benefit of the Lenders, upon the occurrence and during the continuance of any Event of Default hereunder, Agent, for the benefit of the Lenders, shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by each Grantor to Agent, for the benefit of the Lenders, concurrently with this Agreement to enable such rights to be carried out. Each Grantor agrees that, in the event Agent, for the benefit of the Lenders, exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from Agent to the Grantor, the Grantor shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, the Grantor shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom, provided, however, that from and after the occurrence of an Event of Default and the exercise by Agent of the rights provided by this Agreement, such rights shall be revoked and the right of the Grantor to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent, for the benefit of the Lenders, or their transferee(s) shall be entitled to all of each Grantor's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. The Grantor will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. Representations and Warranties. Each Grantor represents and warrants to Agent, for the benefit of the Lenders, that except as permitted in the Financing Agreement: (a) the Grantor lawfully possesses, owns or has the right to use, as applicable, the Intellectual Property Collateral; (b) except for the security interest granted hereby and liens of the type set forth in the definition of Permitted Encumbrances, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; (c) other than with respect to liens and security interests which will be terminated on the Closing Date, no Grantor has made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; (d) the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and (e) there are no known infringements of any Intellectual Property Collateral owned by the Grantor.

6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent, for the benefit of the Lenders, in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due Agent in such order as Agent may elect; and the balance, if any, shall be paid to the Grantor or as a court of competent jurisdiction may direct.

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7. Defense of Claims. The Grantor will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent, on behalf of the Lenders, therein. The Grantor agrees to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.

8. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that Agent or any Lender has under the Financing Agreement. Each Grantor agrees to execute and deliver to Agent (at the Grantor's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

10. **CHOICE OF LAW. EACH GRANTOR AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT, TOGETHER WITH THE FINANCING AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF THE GRANTOR AND AGENT, ON BEHALF OF THE LENDERS, WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE GRANTOR, AGENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. EACH GRANTOR AND AGENT, ON BEHALF OF THE LENDERS, EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**

11. Events of Default. Any Event of Default under the Financing Agreement shall constitute an Event of Default under this Agreement.

12. Notices. Each Grantor covenants and agrees that, with respect to the Intellectual Property Collateral, the Grantor will give Agent written notice in the manner provided in Section 12.6 of the Financing Agreement of (a) any material claim made in writing by a third party that the Grantor has infringed on the rights of a third party, (b) any material suspected infringement by a third party on the rights of the Grantor, or (c) any Intellectual Property Collateral created, arising or acquired by the Grantor after the date hereof.

13. Further Assurances. Each Grantor will take any such action as Agent, on behalf of the Lenders, may reasonably require to further confirm or protect Agent's and the Lenders' rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, each Grantor hereby grants to Agent, on behalf of the Lenders, a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in each Grantor's behalf required to effectuate the terms, provisions and conditions of this Agreement.

TRADEMARK

14. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full and final payment of all Obligations of the Grantor thereunder. Upon the Grantor's request, Agent, on behalf of the Lenders, shall within a reasonable time after any such termination execute and deliver to the Grantor (at the Grantor's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

[Signature Page Follows]

TRADEMARK

Signature Page to Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

GRANTOR:

STILA CORP., a Delaware corporation

By: [Signature]
Its: Chief Financial Officer,
Treasurer and Secretary

STILA INTERNATIONAL, INC., a Delaware corporation

By: [Signature]
Its: Chief Financial Officer,
Treasurer and Secretary

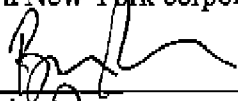

STILA UK LIMITED, a private limited company organized under the laws of England and Wales

By: [Signature]
Its: Director

Signature Page to Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses

Agreed to and accepted this 8th day of August, 2006:

THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, as Agent

By: 
Its: 

Security Interest –

Stila International, Inc./Stila UK Limited

Trademarks

MARK	APPLICATION NO.	REGISTRATION NO.
ALL OVER SHIMMER	75/278,544	2,257,678
ALL OVER SHIMMER NEW STARS DESIGN w/STILA	78/628,857	
AQUA FLAUNT	76/056,876	2,583,382
BEAUTY ABC'S	75/565,000	2,360,804
BOUQUET DU JOUR	78/121,024	2,783,228
BROW POLISH	78/244,873	2,931,819
CLEAR COLOR	76/196,196	2,727,762
COLOR COURIER	75/943,772	2,518,626
COLOR PUSH-UPS	75/922,137	2,483,725
CONVERTIBLE COLOR	75/545,462	2,358,591
CONVERTIBLE COLOR & DESIGN W/STILA	75/681,694	2,613,036
CONVERTIBLE LASH + LINE	78/214,493	2,846,840
CONVERTIBLE LIP COLOR	78/069,116	2,738,986
CREME BOUQUET	76/339,947	2,800,953
DESIGN ONLY (ALL OVER SHIMMER STARS W/COLOR)	75/441,950	2,244,558
DESIGN ONLY (ALL OVER SHIMMER STARS)	75/441,823	2,244,555
DESIGN ONLY (BRONZING POWDER DESIGN-SUN & GIRL)	75/681,693	2,392,311
DESIGN ONLY (LIP GLOSS LIPS DESIGN W/COLOR)	75/441,824	2,244,556
DESIGN ONLY (LIP GLOSS LIPS DESIGN)	75/441,825	2,244,557

MARK	APPLICATION NO.	REGISTRATION NO.
EYE ROUGE	75/476,735	2,282,937
FIBER OPTICS	78/138,262	
FLAUNT	75/738,508	2,691,289
FLORAL-VINE EMBOSSED COMPACT DESIGN W/STILA	78/608,734	
H2OFF	75/314,936	2,417,833
H2OFF	76/098,290	2,485,027
ILLUMINATING POWDER FOUNDATION W/STILA	76/347,329	2,631,472
IT GLOSS W/STILA	78/559,618	
JADE BLOSSOM	76/339,946	2,722,472
LASH BOOST	78/559,057	
LASH POLISH	78/559,073	
LASH VISOR	76/097,718	2,791,832
MAJOR LASH	78/304,172	2,961,292
MAJOR LINE	78/304,038	
MANDARIN BLOOM	78/223,644	
MIDNIGHT BLOOM	78/344,956	2,961,487
MIDNIGHT BLOOM MOON & STAR DESIGN	78/621,910	
MISCELLANEOUS DESIGN (FLAUNT/DRESSED)	75/934,454	2,421,508
MISCELLANEOUS DESIGN (FLAUNT/UNDRESSED/BIKINI)	75/934,453	2,421,507
MISCELLANEOUS DESIGN OF SILHOUETTES	78/164,944	2,829,858
MISCELLANEOUS DESIGN OF SILHOUETTES W/STILA	78/164,940	2,827,764
NAIL SHIMMER	75/353,622	2,220,261

MARK	APPLICATION NO.	REGISTRATION NO.
PETAL INFUSIONS	78/379,181.	
PIVOTAL SKIN	76/056,439	2,776,092
PIVOTAL SUN	78/051,971	2,744,878
SKIN VISOR	78/049,222	2,722,583
SMUDGE POTS W/STILA	78/347,702	2,968,693
STILA	74/540,783	2,024,328
STILA	76/417,925	2,704,409
STILA	75/818,265	2,423,080
STILA	75/818,567	2,424,889
STILA	76/056,437	2,709,765
STILA	75/981,589	2,565,973
STILA	78/324,604	2,999,067
STILA & MISCELLANEOUS DESIGN (FACE & HAND)	78/182,789	2,761,954
STILA & DESIGN (NEW COMPACT DESIGN)	75/497,829	2,492,990
STILA AND DESIGN	75/498,153	2,480,314
STILA SPORT	75/859,799	2,494,988
STILA STUDIO	78/827,183	
STILA STUDIO	78/095,734	
STILA SUN	75/654,241	2,464,351
THE LOOK OF SKIN IS IN	78/135,758	