

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas		03/09/2010	societe anonyme: FRANCE

RECEIVING PARTY DATA

Name:	Bare Escentuals, Inc.
Street Address:	71 Stevenson Street, 22nd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	1539966	BARE ESSENTUALS
Registration Number:	2321607	BAREMINERALS
Registration Number:	2211150	BUZZ
Registration Number:	2444998	CLEAR SKIES
Registration Number:	2745500	CUSH
Registration Number:	2209077	FOR PLAY
Registration Number:	2701193	MAKEUP SO PURE YOU CAN SLEEP IN IT
Registration Number:	2885884	MINERAL VEIL
Registration Number:	2212978	PEACE & QUIET
Registration Number:	2848678	SWIRL, TAP, BUFF
Registration Number:	2212977	UP & AT 'EM
Registration Number:	2914247	WARMTH
Registration Number:	2845839	WARMTH
Serial Number:	76333924	A FOUNDATION THAT WORKS WITH YOUR SKIN, NOT AGAINST IT

CH \$1090.00 1539966

Serial Number:	76527462	BARE ESCENTIALS
Serial Number:	76555499	BARECITRUS
Serial Number:	76555638	BARELAVENDER
Serial Number:	76626493	BAREMINERALS
Serial Number:	76555639	BAREROSE
Serial Number:	76610056	BAREVITAMINS
Serial Number:	76615350	BAREVITAMINS
Serial Number:	76520722	BE AT HOME
Serial Number:	76595790	BEAUTY BY NUMBERS
Serial Number:	76503937	BEAUTYRX
Serial Number:	76582145	BLENDABLE EYE
Serial Number:	76535097	COMPLEXION PERFECTION
Serial Number:	76555641	ESCENTUAL
Serial Number:	76579812	GOSSAMER
Serial Number:	76454618	HEEL ME
Serial Number:	76294951	I.D.
Serial Number:	76575045	LIP BUDS
Serial Number:	76528766	LIP QUICKIE
Serial Number:	76562057	MAGIC WAND BRUSHLESS MASCARA
Serial Number:	76617634	MAKE IT CLEAR
Serial Number:	76575043	PATENT LEATHER LIPS
Serial Number:	76555425	PERFECT BLACK DRESS
Serial Number:	76528773	QUICK STICK
Serial Number:	76555640	SEA MIST
Serial Number:	76469002	SOY MOCHA
Serial Number:	76559064	THE ESSENTIAL BROW
Serial Number:	76595981	TOTALLY BARE
Serial Number:	76527476	WEARABLE LIP
Serial Number:	76569932	WIDE AWAKE

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

TRADEMARK
REEL: 004164 FRAME: 0896

Address Line 1: Four Times Square
Address Line 2: Attn: Rebecca Silberberg, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/0031
NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	03/10/2010

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("**Release**") is dated as of March 9, 2010, by BNP PARIBAS, as Administrative Agent ("**Assignor**"), in favor of BARE ESCENTUALS, INC., a California corporation, located at 71 Stevenson Street, 22nd Floor, San Francisco, CA 94105 ("**Assignee**").

WHEREAS, MD Beauty Inc., a Delaware corporation ("**Company**"), entered into a Credit Agreement dated as of February 18, 2005 (said Credit Agreement, as it may thereto have been and as it may thereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with STB Beauty, Inc., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, Secured Party) pursuant to which Lenders made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, Company may from time to time have entered, into one or more swap agreements (collectively the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements were entered into (in such capacity, collectively, "**Hedge Agreement Counterparties**");

WHEREAS, Assignee executed and delivered that certain Subsidiary Guaranty dated as of February 18, 2005 (said Subsidiary Guaranty, as it may theretofore have been and as it may thereafter be further amended, restated, supplemented or otherwise modified from time to time being the "**Guaranty**") in favor of Assignor for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Assignee had guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof;

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 18, 2005 (said Security Agreement, as it may theretofore have been and as it may thereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Assignee, Assignor and the other grantors named therein, Assignee had created in favor of Assignor a security interest in, and Assignor became a secured creditor with respect to, the Trademark Collateral (as defined below);

WHEREAS, for good and valuable consideration, the receipt and adequacy of which were thereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Assignee to

Assignor pursuant to the Security Agreement, Assignor and Assignee entered into that certain Grant of Trademark Security Interest, dated as of February 18, 2005 (the "**Trademark Security Agreement**");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 26, 2005, at Reel 3035/Frame 0660; and

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to Assignor a security interest in all security interest in all of Assignee's right, title and interest in and to the following, in each case whether then or thereafter existing or in which Assignee then had or thereafter acquired an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including right acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such licenses or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Assignee, or thereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may thereafter have been issued or applied for thereon in the United States and any state thereof and in foreign countries (including without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Assignee's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Assignor is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Release and the Trademark Security Agreement, the term "**proceeds**" includes (a) whatever was acquired upon the sale, lease, license, exchange or other disposition of the Trademark Collateral; (b) whatever was collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Assignor is the loss payee thereof); and (f) whatever was receivable or received when the Trademark Collateral or proceeds were sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

Assignor hereby releases and discharges its security interest in all of Assignee's right, title and interest in and to the Trademark Collateral, including but not limited to the Trademarks listed on Schedule A hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the Order and the Plan to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release in the applicable governmental office or agency.


Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Trademark Collateral.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee has caused this **RELEASE OF SECURITY INTEREST IN TRADEMARKS** to be duly executed and delivered by its officer thereunto duly authorized as of the 9 day of March, 2010.

ASSIGNOR:

BNP PARIBAS, as Administrative Agent

By: 
Name: **CECILE SCHERER**
Title: **Director**
Banking Group

By: 
Name: **ANGELO MAIELLO**
Title: **Vice President**
Financial Sponsors Credit Management

**SCHEDULE A TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Registered Trademarks:

	Trademark Description	Owner	Registration Number	Registration Date
1.	BARE ESSENTUALS	Bare Escentuals, Inc.	1539966	05/23/89
2.	BAREMINERALS	Bare Escentuals, Inc.	2321607	02/22/00
3.	BUZZ (To be Abandoned)	Bare Escentuals, Inc.	2211150	12/15/98
4.	CLEAR SKIES	Bare Escentuals, Inc.	2444998	04/17/01
5.	CUSH	Bare Escentuals, Inc.	2745500	08/05/03
6.	FOR PLAY	Bare Escentuals, Inc.	2209077	12/08/98
7.	MAKEUP SO PURE YOU CAN SLEEP IN IT	Bare Escentuals, Inc.	2701193	03/25/03
8.	MINERAL VEIL	Bare Escentuals, Inc.	2885884	09/21/04
9.	PEACE & QUIET (To Be Abandoned)	Bare Escentuals, Inc.	2212978	12/22/98
10.	SWIRL, TAP, BUFF	Bare Escentuals, Inc.	2848678	06/01/04
11.	UP & AT 'EM (To be Abandoned)	Bare Escentuals, Inc.	2212977	12/22/98
12.	WARMTH	Bare Escentuals, Inc.	2914247	12/28/04
13.	WARMTH (Fragrances only)	Bare Escentuals, Inc.	2845839	05/25/04

Pending Trademarks:

	Trademark Description	Owner	Application Number	Filing Date
1.	A FOUNDATION THAT WORKS WITH YOUR SKIN NOT AGAINST IT	Bare Escentuals, Inc.	76/333924	11/05/01
2.	BARE ESSENTUALS (Stylized)	Bare Escentuals, Inc.	76/527462	07/03/03
3.	BARECITRUS	Bare Escentuals, Inc.	76/555499	10/30/03
4.	BARELAVENDER	Bare Escentuals, Inc.	76/555638	10/30/03
5.	BAREMINERALS (Stylized)	Bare Escentuals, Inc.	76/626493	12/29/04
6.	BAREROSE	Bare Escentuals, Inc.	76/555639	10/30/03
7.	BAREVITAMINS	Bare Escentuals, Inc.	76/610056	09/03/04
8.	BAREVITAMINS (Stylized)	Bare Escentuals, Inc.	76/615350	10/06/04
9.	BE AT HOME	Bare Escentuals, Inc.	76/520722	06/03/03
10.	BEAUTY BY NUMBERS	Bare Escentuals, Inc.	76/595790	06/07/04
11.	BEAUTYRX	Bare Escentuals, Inc.	76/503937	04/04/03
12.	BLENDABLE EYE	Bare Escentuals, Inc.	76/582145	03/19/04
13.	COMPLEXION PERFECTION	Bare Escentuals, Inc.	76/535097	08/06/03
14.	ESCENTUAL	Bare Escentuals, Inc.	76/555641	10/30/03
15.	GOSSAMER	Bare Escentuals, Inc.	76/579812	03/08/04
16.	HEEL ME	Bare Escentuals, Inc.	76/454618	10/02/02

	Trademark Description	Owner	Application Number	Filing Date
17.	I.D. (Stylized)	Bare Escentuals, Inc.	76/294951	08/06/01
18.	LIP BUDS	Bare Escentuals, Inc.	76/575045	12/11/04
19.	LIP QUICKIE	Bare Escentuals, Inc.	76/528766	07/09/03
20.	MAGIC WAND BRUSHLESS MASCARA	Bare Escentuals, Inc.	76/562057	11/26/03
21.	MAKE IT CLEAR	Bare Escentuals, Inc.	76/617634	10/26/04
22.	PATENT LEATHER LIPS	Bare Escentuals, Inc.	76/575043	02/11/04
23.	PERFECT BLACK DRESS	Bare Escentuals, Inc.	76/555425	10/30/03
24.	QUICK STICK	Bare Escentuals, Inc.	76/528773	07/09/03
25.	SEA MIST	Bare Escentuals, Inc.	76/555640	10/30/03
26.	SOY MOCHA	Bare Escentuals, Inc.	76/469002	11/21/02
27.	THE ESSENTIAL BROW	Bare Escentuals, Inc.	76/559064	11/13/03
28.	TOTALLY BARE	Bare Escentuals, Inc.	76/595981	06/07/04
29.	WEARABLE LIP	Bare Escentuals, Inc.	76/527476	07/03/03
30.	WIDE AWAKE	Bare Escentuals, Inc.	76/569932	01/14/04