

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement and Special Power of Attorney

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jane & Company, LLC		02/22/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The CIT Group/Commercial Services, Inc.
<b>Street Address:</b>	11 West 42nd Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	3299135	BE PURE
Registration Number:	1926235	GLIDING LINERS
Registration Number:	2899947	HI-FIBER MASCARA
Registration Number:	1997324	JANE
Registration Number:	1922801	JANE BLUSHING CHEEKS
Registration Number:	3360623	JANE NEARLY FOUNDATION
Registration Number:	2579249	LIP KICK
Registration Number:	3175158	MAX LASH2
Registration Number:	2116558	ONE LINERS
Registration Number:	2877115	EYEZING
Registration Number:	1920648	NO SHOW
Registration Number:	1973479	BARELY LIPS
Registration Number:	2998336	DOUBLE TALK
Registration Number:	2725663	GLOWGODDESS

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Registration Number:	2217756	HOT TIPS
Registration Number:	2788993	ICED SHADOW
Registration Number:	2789008	ICED SHADOW
Registration Number:	2618523	IN A SWOOSH
Registration Number:	2193693	JANE BY SASSABY
Registration Number:	1922800	JANE OIL FREE FOUNDATION
Registration Number:	1932264	LIP HUGGERS
Registration Number:	3288992	MAX LIP2
Registration Number:	2540806	MEGA BITES
Registration Number:	2500170	MEGABITES
Registration Number:	3262292	SHADOW 'N LINE
Registration Number:	2911202	STAY CALM
Registration Number:	1823534	SASSABY
Registration Number:	2567407	WEATHER WEAR
Serial Number:	78621231	AGUACEUTICALS
Serial Number:	77379191	IT'S MY JANE-ERATION
Serial Number:	78401104	JANE
Serial Number:	78406303	JANE
Serial Number:	77195613	MAX LASH2 PRECISE
Serial Number:	78510680	MOSAIC
Serial Number:	78638856	NOT FOR PLAIN JANES

**CORRESPONDENCE DATA**

Fax Number: (215)564-8120  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215-564-8108  
Email: kgibson@stradley.com  
Correspondent Name: Maria J. Wing, Esquire  
Address Line 1: 2600 One Commerce Square  
Address Line 2: Stradley Ronon Stevens & Young, LLP  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	158430-1023
NAME OF SUBMITTER:	Maria J. Wing
Signature:	/mjw/
Date:	02/27/2008

**Total Attachments: 8**

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**SECURITY AGREEMENT**

**TRADEMARKS**

WHEREAS, JANE & COMPANY, LLC, a Delaware limited liability company (herein referred to as the "Borrower"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, the Borrower is obligated to THE CIT GROUP/COMMERCIAL SERVICES, INC. (herein referred to as the "Lender"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement") in favor of the Lender;

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Lender a security interest in, and mortgage on, all right, title and interest of the Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Security Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Security Agreement, and is intended to supplement the Security Agreement and evidence and perfect the Lender's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby further grant to the Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is 11 West 42<sup>nd</sup> Street, New York, New York 10036.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its duly authorized officer this 22 day of February, 2008.

JANE & COMPANY, LLC

By: Lisa F. Yarnell  
Lisa F. Yarnell, Chief Executive Officer and President

B # 734356 v.1

**TRADEMARK**  
**REEL: 003727 FRAME: 0680**

STATE OF *New York* )  
 ) ss.  
COUNTY OF *New York* )

On this 22 day of February, 2008, before me personally came Lisa F. Yarnell, to me known, who being duly sworn, did depose and say, that she is the Chief Executive Officer and President of JANE & COMPANY, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



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Notary Public

**Allan J. Weiss**  
**Notary Public, State of New York**  
**No. 02WE605884**  
**Qualified in Nassau County**  
**Commission Expires November 9, 2010**

B # 734356 v.1

**TRADEMARK**  
**REEL: 003727 FRAME: 0681**

**SCHEDULE A**

**U.S. Registered Trademarks**

**Item Registration #**

**Effective Date**

**Expiration Date**

See Attached

**U.S. Pending Applications**

**Mark**

**Serial No.**

**App. Date**

**Comment**

See Attached

# UNITED STATES REGISTERED TRADEMARKS

## CORE COLLATERAL

MARK	OWNER	COUNTRY	APPL NO	CLASS	FILED	REG NO	REG DT	STATUS
BE PURE	Jane & Company, LLC	US	78/638,822	003	05/27/2005	3,299,135	09/25/2007	REGISTERED
GLIDING LINERS	Jane & Company, LLC	US	74/490,149	003	02/15/1994	1,926,235	10/10/1995	REGISTERED
HI-FIBER MASCARA	Jane & Company, LLC	US	78/324,799	003	11/07/2003	2,899,947	11/02/2004	REGISTERED
JANE	Jane & Company, LLC	US	74/477,946	003	01/10/1994	1,997,324	08/27/1996	REGISTERED
JANE BLUSHING CHEEKS	Jane & Company, LLC	US	74/489,749	003	02/14/1994	1,922,801	09/26/1995	REGISTERED
JANE NEARLY FOUNDATION	Jane & Company, LLC	US	78/768,222	003	12/07/2005	3,360,623	12/25/2007	REGISTERED
LIP KICK	Jane & Company, LLC	US	75/682,131	003	04/13/1999	2,579,249	06/11/2002	REGISTERED
MaX Lash2	Jane & Company, LLC	US	78/555,348	003	01/27/2005	3,175,158	11/21/2006	REGISTERED
ONE LINERS	Jane & Company, LLC	US	74/615,459	003	12/27/1994	2,116,558	11/25/1997	REGISTERED
EYEZING	Jane & Company, LLC	US	78/204,436	003	01/17/2003	2,877,115	08/24/2004	REGISTERED
NO SHOW	Jane & Company, LLC	US	74/489,003	003	02/14/1994	1,920,648	09/19/1995	REGISTERED

## OTHER ACTIVE US MARKS

MARK	OWNER	COUNTRY	APPL NO	CLASS	FILED	REG NO	REG DT	STATUS
BARELY LIPS	Jane & Company, LLC	US	74/586,126	003	10/17/1994	1,973,479	05/07/1996	REGISTERED
DOUBLE TALK	Jane & Company, LLC	US	78/539,217	003	12/28/2004	2,998,336	09/20/2005	REGISTERED
GLOWGODDESS	Jane & Company, LLC	US	76/342,723	003	11/28/2001	2,725,663	06/10/2003	REGISTERED
HOT TIPS	Jane & Company, LLC	US	75/253,321	003	03/07/1997	2,217,756	01/12/1999	REGISTERED
ICED SHADOW	Jane & Company, LLC	US	78/208,544	003	01/29/2003	2,788,993	12/02/2003	REGISTERED

ICED SHADOW	Jane & Company, LLC	US	78/212,053	003	02/03/2003	2,789,008	12/02/2003	REGISTERED
IN A SWOOSH	Jane & Company, LLC	US	75/683,374	003	04/15/1999	2,618,523	09/10/2002	REGISTERED
JANE BY SASSABY	Jane & Company, LLC	US	75-346,227	003	08/25/1997	2,193,693	10/06/1998	REGISTERED
JANE OIL FREE FOUNDATION	Jane & Company, LLC	US	74/489,002	003	02/14/1994	1,922,800	09/26/1995	REGISTERED
LIP HUGGERS	Jane & Company, LLC	US	74/489,996	003	02/14/1994	1,932,264	10/31/1995	REGISTERED
MAX LIP2	Jane & Company, LLC	US	78/808,110	003	02/06/2006	3,288,992	09/04/2007	REGISTERED
MEGA BITES	Jane & Company, LLC	US	75/497,098	003	06/03/1998	2,540,806	02/19/2002	REGISTERED
MEGABITES	Jane & Company, LLC	US	76/129,448	003	09/15/2000	2,500,170	10/23/2001	REGISTERED
SASSABY	Jane & Company, LLC	US	74/224,087	003	11/22/1991	1,823,534	02/22/1994	REGISTERED
SHADOW 'N LINE	Jane & Company, LLC	US	78/555,355	003	01/27/2005	3,262,292	07/10/2007	REGISTERED
STAY CALM	Jane & Company, LLC	US	78/342,347	003	12/17/2003	2,911,202	12/14/2004	REGISTERED
WEATHER WEAR	Jane & Company, LLC	US	76/306,295	003	08/29/2001	2,567,407	05/07/2002	REGISTERED
SASSABY	Jane & Company, LLC	US	74/224,087	003	11/22/1991	1,823,534	02/22/1994	REGISTERED
SHADOW 'N LINE	Jane & Company, LLC	US	78/555,355	003	01/27/2005	3,262,292	07/10/2007	REGISTERED
STAY CALM	Jane & Company, LLC	US	78/342,347	003	12/17/2003	2,911,202	12/14/2004	REGISTERED
WEATHER WEAR	Jane & Company, LLC	US	76/306,295	003	08/29/2001	2,567,407	05/07/2002	REGISTERED



## UNITED STATES PENDING APPLICATIONS

MARK	OWNER	COUNTRY	APPL NO	CLASS	FILED	REG NO	REG DT	STATUS
AGUACEUTICALS	Jane & Company, LLC	US	78/621,231	003	05/02/2005			ALLOWED
IT'S MY JANE-ERATION	Jane & Company, LLC	US	77/379,191	003	01/24/2008			PENDING
JANE	Jane & Company, LLC	US	78/401,104	026	04/13/2004			ALLOWED
JANE	Jane & Company, LLC	US	78/406,303	014, 018	04/22/2004			ALLOWED
Max Lash2 Precise	Jane & Company, LLC	US	77/195,613	003	06/01/2007			PENDING
MOSAIC	Jane & Company, LLC	US	78/510,680	003	11/03/2004			PENDING
NOT FOR PLAIN JANES	Jane & Company, LLC	US	78/638,856	003	05/27/2005			ALLOWED

**SCHEDULE B**

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
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None.

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
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None.

**SPECIAL POWER OF ATTORNEY**

STATE OF Ny )  
 ) ss.  
COUNTY OF Ny )

KNOW ALL MEN BY THESE PRESENTS, that JANE & COMPANY, LLC, a Delaware limited liability company (the "Borrower"), having a place of business at 9611 Pulaski Park Drive, Suite 311, Baltimore, Maryland 21220, hereby appoints and constitutes, severally, THE CIT GROUP/COMMERCIAL SERVICES, INC. (the "Lender"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Borrower in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated the date hereof, between the Borrower and the Lender (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by the Lender.

Dated: February 22 2008

JANE & COMPANY, LLC

By: Lisa F. Yarnell  
Lisa F. Yarnell, Chief Executive Officer and President

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 22 day of February, 2008, before me personally came Lisa F. Yarnell, to me known, who being duly sworn, did depose and say, that she is the Chief Executive Officer and President of JANE & COMPANY, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

**Allan J. Weiss**  
Notary Public, State of New York  
No. 02WE605884  
Qualified in Nassau County  
Commission Expires November 9, 2010

B # 734355 v.1