

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pacific World Corporation		02/06/2009	CORPORATION: CALIFORNIA
PWC Holding Corporation		02/06/2009	CORPORATION: DELAWARE
Pacific World Puerto Rico		02/06/2009	CORPORATION: CALIFORNIA
Pacific World De Mexico, S. DE R.L. DE C.V.		02/06/2009	COMPANY: MEXICO

**RECEIVING PARTY DATA**

<b>Name:</b>	Levine Leichtman Capital Partners IV, L.P.
<b>Composed Of:</b>	COMPOSED OF Levine Leichtman Capital Partners, Inc., a California corporation
<b>Street Address:</b>	335 North Maple Drive
<b>Internal Address:</b>	Suite 130
<b>City:</b>	Beverly Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90210
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 88**

Property Type	Number	Word Mark
Registration Number:	2389640	
Registration Number:	1748047	BEST NAILS NEXT TO YOUR OWN
Registration Number:	2944822	BOND ENHANCER WIPE
Registration Number:	2917636	CALIFORNIA GIRL
Registration Number:	1943898	COLOREADY
Registration Number:	2322497	COMPLETELY FRENCH
Registration Number:	2818905	COSMEDIC
Registration Number:	2622434	CRYSTAL ART TATTOOS
Registration Number:	2859035	CRYSTAL HARD

CH \$2215.00 2389640

Registration Number:	2883331	DURACOLOUR
Registration Number:	2865754	EASY FRENCH
Registration Number:	1779972	EVERYONE WILL NOTICE. NO ONE WILL KNOW
Registration Number:	2811842	EXPRESS NAIL REMOVER
Registration Number:	2867974	EYELENE
Registration Number:	3067954	FING'RS
Registration Number:	1383876	FING'RS
Registration Number:	2180135	FING'RS
Registration Number:	3370119	FING'RS EDGE
Registration Number:	2576424	FING'RS QUIK-STIK NAIL ART
Registration Number:	2233099	FIX-A-NAIL
Registration Number:	3264223	GIRLIE NAILS
Registration Number:	3143002	GLAM NAILS
Registration Number:	2811854	HARD & HEALTHY
Registration Number:	2849365	LASTING CREATIONS
Registration Number:	2830791	LASTING IMPRESSIONS
Registration Number:	3089924	LIL' FING'RS
Registration Number:	3089880	LITTLE FING'RS
Registration Number:	2828642	LONG & HEALTHY
Registration Number:	2812904	MAXI-BOND
Registration Number:	2870459	MAXIMUM SPEED
Registration Number:	3517382	NAIL COUTURE
Registration Number:	2476179	NAIL MEDX
Registration Number:	3162752	NAILENE
Registration Number:	1383877	NAILENE
Registration Number:	2846730	NAILENE PROFESSIONAL TOOLS
Registration Number:	2808714	NAILENE SALON AIRBRUSH
Registration Number:	2768224	NAILSTAY
Registration Number:	2768318	NATURAL ILLUSIONS
Registration Number:	2945222	NUTRI STRENGTH
Registration Number:	2851906	PERFECT FIT
Registration Number:	3151611	PERFECT PEDICURE
Registration Number:	2869659	PERFECT TOES
Registration Number:	1825705	PERFECTOUCH
Registration Number:	2861352	PERSONAL FIT

Registration Number:	2787338	POP HOP
Registration Number:	2203049	PROFESSIONAL SOLUTIONS
Registration Number:	3248589	PURE MATCH
Registration Number:	2856813	QUICK CREATIONS
Registration Number:	2753806	QUICK FRENCH
Registration Number:	2830792	QUICK IMPRESSIONS
Registration Number:	1775688	QUIK FIX
Registration Number:	3022052	REAL FRENCH
Registration Number:	2941060	RUNWAY
Registration Number:	3411152	SALON FRENCH
Registration Number:	1619341	SCULPTUREADY
Registration Number:	2854756	SUPER NATURAL
Registration Number:	2902471	ULTRABOND PRIMER
Serial Number:	77455990	BODY BY BETTE
Serial Number:	77523386	BODY BY BRIGITTE
Serial Number:	77505519	COUTURE
Serial Number:	77514397	EASY STICK
Serial Number:	77484813	FRENCH FINISH
Serial Number:	78969883	HANDCEUTICALS
Serial Number:	77098069	HANDTHROPOLOGY
Serial Number:	77272482	HARDCORE NAIL ADDICT
Serial Number:	78711741	HOLLYWOOD MANI
Serial Number:	78711723	HOLLYWOOD MANICURE
Serial Number:	77221241	INVISANAIL
Serial Number:	77601961	LOOKS LIKE YOUR OWN ONLY BETTER
Serial Number:	77431152	LIGHT AS AIR
Serial Number:	77215392	MAX STRENGTH
Serial Number:	77227299	MAX STRENGTHENER
Serial Number:	77364102	MODEL PERFECTE
Serial Number:	77485987	MODEL RESULTS
Serial Number:	77353945	NAIL JUICE
Serial Number:	77545840	PERFECTIST
Serial Number:	77227482	RAPID GROW
Serial Number:	77478094	RUNWAY
Serial Number:	77478633	RUNWAY

Serial Number:	77381902	RUNWAY COLLECTION
Serial Number:	77221237	SMART NAILS
Serial Number:	77025684	SO REAL
Serial Number:	77275984	SPARKLY WHITE
Serial Number:	77227472	TOTAL CARE
Serial Number:	77265375	TOTALLY NATURAL
Serial Number:	77462867	ULTRA STAY
Serial Number:	77623571	ULTRA QUICK
Serial Number:	77510724	VIRTUALLY YOURS

**CORRESPONDENCE DATA**

Fax Number: (310)203-7199

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

Phone: 310 277-1010

Email: jwald@irell.com, mcohen@irell.com

Correspondent Name: Jane Shay Wald, Esq.

Address Line 1: 1800 Avenue of the Stars

Address Line 2: Suite 900

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	160736-7001-KEND
NAME OF SUBMITTER:	Jane Shay Wald
Signature:	/janeshaywald/
Date:	02/13/2009

**Total Attachments: 18**

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**TRADEMARK**

**REEL: 003935 FRAME: 0212**

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 6th day of February, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P.**, a Delaware limited partnership (in its capacity as collateral agent for itself and the Holders, the "Secured Party").

### WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of February 6, 2009 (as amended from time to time, the "Note Purchase Agreement") by and among the Grantors and the Secured Party, the Purchaser is willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchaser is willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Secured Party that certain Security Agreement dated February 6, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party, for the benefit of the Holders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Secured Party, for the benefit of the Holders, continuing security interests in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Intellectual Property Licenses with respect to trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, for the benefit of the Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Secured Party as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Secured Party unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantors. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

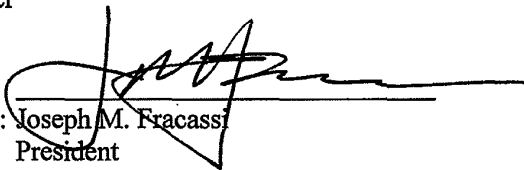
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Investment Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

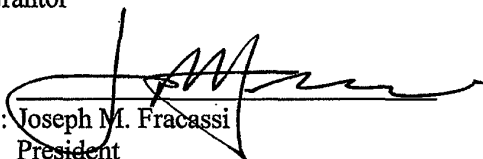
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

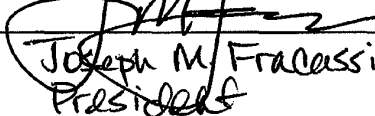
**PACIFIC WORLD CORPORATION,**  
a California corporation,  
as the Company immediately after giving effect to the  
Merger

By:   
Name: Joseph M. Fracassi  
Title: President

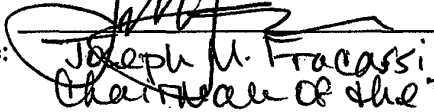
**PWC HOLDING CORPORATION,**  
a Delaware corporation,  
as a Grantor

By:   
Name: Joseph M. Fracassi  
Title: President

**PACIFIC WORLD PUERTO RICO,**  
a California corporation,  
as a Grantor

By:   
Name: Joseph M. Fracassi  
Title: President

**PACIFIC WORLD DE MEXICO, S. DE R.L. DE  
C.V.,** a company organized and existing under the laws  
of Mexico

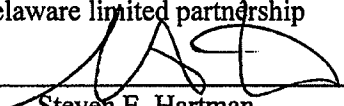
By:   
Name: Joseph M. Fracassi  
Title: Chairman of the Board

**ACCEPTED AND ACKNOWLEDGED BY:**

**LEVINE LEICHTMAN CAPITAL  
PARTNERS, INC.,**  
a California corporation

On behalf of **LEVINE LEICHTMAN CAPITAL  
PARTNERS IV, L.P.,**  
a Delaware limited partnership

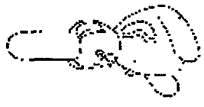
By: \_\_\_\_\_

  
Steven E. Hartman  
Vice President






TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
	USA	75/734,384	2389640
BEST NAILS NEXT TO YOUR OWN	USA	74/272,537	1748047

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
BODY BY BETTE	USA	77/455,990	
BODY BY BRIGITTE	USA	77/523,386	
BOND ENHANCER WIPE	USA	78/162,809	2944822
CALIFORNIA GIRL	USA	76/154,073	2917636
COLOREADY	USA	74/604,463	1943898
COMPLETELY FRENCH	USA	75/564,320	2322497
COSMEDIC	USA	76/432,438	2818905
COUTURE	USA	77/505,519	
CRYSTAL ART TATTOOS	USA	76/154,072	2622434

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
CRYSTAL HARD	USA	78/254,397	2859035
DURACOLOUR	USA	78/261,133	2883331
EASY FRENCH	USA	78/253,062	2865754
EASY STICK	USA	77/514,397	
EVERYONE WILL NOTICE. NO ONE WILL KNOW	USA	74/315,318	1779972
EXPRESS NAIL REMOVER	USA	78/175,657	2811842
EYELENE	USA	78/214,588	2867974
	USA	75/246,740	2180135

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
FINGRS	USA	78/582,991	3067954
FINGRS	USA	73/519,787	1363876
FINGRS EDGE	USA	77/153,431	3370119
FIX-A-NAIL	USA	75/401,191	2233099
FRENCH FINISH	USA	77/484,813	3,542,267
GIRLIE NAILS	USA	77/060,655	3264223
GLAM NAILS	USA	78/389,811	3143002
HANDCEUTICALS	USA	78/969,883	

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
HANDTHROPOLOGY	USA	77/098,069	
HARD & HEALTHY	USA	78/179,200	2811854
HARDCORE NAIL ADDICT	USA	77/272,482	3,551,220
HOLLYWOOD MANI	USA	78/711,741	

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
HOLLYWOOD MANICURE	USA	78/711,723	
INVISANAIL	USA	77/221,241	
LASTING CREATIONS	USA	78/152,653	2849365
LASTING IMPRESSIONS	USA	78/142,510	2830791
LIGHT AS AIR	USA	77/431,152	
LIL' FINGERS	USA	78/619,199	3089924
LITTLE FINGERS	USA	78/611,617	3089880

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
LONG & HEALTHY	USA	78/217,196	2828642
LOOKS LIKE YOUR OWN ONLY BETTER	USA	77/601,961	
MAX STRENGTH	USA	77/215,392	
MAX STRENGTHENER	USA	77/227,299	
MAXI-BOND	USA	78/162,810	2812904
MAXIMUM SPEED	USA	78/144,931	2870459
MODEL PERFECTE	USA	77/364,102	



TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
MODEL RESULTS	USA	77/485,987	
NAIL COUTURE	USA	77/190,752	3517382
NAIL JUICE	USA	77/353,945	
NAIL MEDX	USA	75/545,127	2476179
NAILCEUTICALS	USA	78/885,716 <sup>(4)</sup>	
<b>NAILENE</b>	USA	73/531,448	1388877

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
NAILENE	USA	78/801,023	3162752
NAILENE PROFESSIONAL TOOLS	USA	78/186,455	2846730
NAILENE SALON AIRBRUSH	USA	78/212,070	2808714
NAILSTAY	USA	78/110,215	2768224
NATURAL ILLUSIONS	USA	78/154,468	2768318
NUTRI STRENGTH	USA	78/295,467	2,945,222

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
PERFECT FIT	USA	78/144,925	2851906
PERFECT PEDICURE	USA	78/357,692	3151611
PERFECT TOES	USA	78/284,496	2869659
PERFECTIST	USA	77/545,840	
PERFECTOUCH	USA	74/231,202	1825705
PERSONAL FIT	USA	78/152,656	2861352
POP HOP	USA	76/401,753	2787338
PROFESSIONAL SOLUTIONS	USA	74/596,844	2203049
PURE MATCH	USA	78/768,201	3248589
QUICK CREATIONS	USA	78/152,646	2856613
QUICK FRENCH	USA	76/236,928	2753806

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
QUICK IMPRESSIONS	USA	78/142,513	2830792
QUIK FIX	USA	74/228,951	1775688
RAPID GROW	USA	77/227,482	
REAL FRENCH	USA	78/410,065	3022052
RUNWAY	USA	77/478,094	
RUNWAY	USA	77/478,633	

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
RUNWAY	USA	76/352,136	2,941,060
RUNWAY COLLECTION	USA	77/381,902	3,555,074
SALON FRENCH	USA	77/203,665	3,411,152
SCULPTUREADY	USA	74/020,444	1,619,341
SMART NAILS	USA	77/221,237	
SO REAL	USA	77/025,684	
SPARKLY WHITE	USA	77/275,984	
SUPER NATURAL	USA	76/485,237	2854756
TOTAL CARE	USA	77/227,472	3573380

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
ULTRA QUICK	USA	77/623,571	
ULTRA STAY	USA	77/462,867	
ULTRABOND PRIMER	USA	78/273,279	2902471
VIRTUALLY YOURS	USA	77/510,724	