

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement and Special Power of Attorney

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reborn Beauty, LLC		06/29/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Serial Number:	78638822	BE PURE
Serial Number:	74490149	GLIDING LINERS
Serial Number:	78324799	HI-FIBER MASCARA
Serial Number:	74477946	JANE
Serial Number:	74489749	JANE BLUSHING CHEEKS
Serial Number:	78768222	JANE NEARLY FOUNDATION
Serial Number:	75682131	LIP KICK
Serial Number:	78555348	MAX LASH2
Serial Number:	74615459	ONE LINERS
Serial Number:	74489003	NO SHOW
Serial Number:	77487177	JANE
Serial Number:	77480367	JANE-ERATION
Serial Number:	78621231	AGUACEUTICALS

CH \$1415.00 78638822

Serial Number:	74586126	BARELY LIPS
Serial Number:	78539217	DOUBLE TALK
Serial Number:	75253321	HOT TIPS
Serial Number:	78208544	ICED SHADOW
Serial Number:	78212053	ICED SHADOW
Serial Number:	75683374	IN A SWOOSH
Serial Number:	77379191	IT'S MY JANE-ERATION
Serial Number:	78401104	JANE
Serial Number:	78406303	JANE
Serial Number:	75346227	JANE BY SASSABY
Serial Number:	74489002	JANE OIL FREE FOUNDATION
Serial Number:	74489996	LIP HUGGERS
Serial Number:	77195613	MAX LASH2 PRECISE
Serial Number:	78808110	MAX LIP2
Serial Number:	75497098	MEGA BITES
Serial Number:	76129448	MEGABITES
Serial Number:	78510680	MOSAIC
Serial Number:	78638856	NOT FOR PLAIN JANES
Serial Number:	78555355	SHADOW 'N LINE
Serial Number:	78342347	STAY CALM
Serial Number:	76306295	WEATHER WEAR
Serial Number:	75076761	BROW BEATERS
Serial Number:	75814536	CLOUDBURST
Serial Number:	74711995	CLUELESS
Serial Number:	73427963	DOUBLE TALK
Serial Number:	75152649	EYE LIGHTS
Serial Number:	78204436	EYEZING
Serial Number:	74489004	FLASHES
Serial Number:	76350168	GLIMMERATZI
Serial Number:	76342723	GLOWGODDESS
Serial Number:	75250536	HIPLIPS
Serial Number:	74477947	JANE
Serial Number:	76133142	JANE AND FLOWER DESIGN
Serial Number:	74660444	JANE'S BRAIN
Serial Number:	74615241	LICKETY STIX

Serial Number:	76364260	LIP SASS
Serial Number:	78177161	LUCKY STAR
Serial Number:	75280233	MANIC CURE
Serial Number:	75077644	MOON STRUCK
Serial Number:	75802629	MUDVILLE
Serial Number:	75152329	OUTER LIMITS
Serial Number:	75618031	RADIATION
Serial Number:	74224087	SASSABY

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-564-8023
Email: kgibson@stradley.com
Correspondent Name: Kimberlee S. Knopf, 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:	158430-1034
NAME OF SUBMITTER:	Kimberlee S. Knopf
Signature:	/KSK/
Date:	07/16/2009

Total Attachments: 15

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SECURITY AGREEMENT

TRADEMARKS

WHEREAS, **REBORN BEAUTY, 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 42nd 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 29 day of June, 2009.

REBORN BEAUTY, LLC

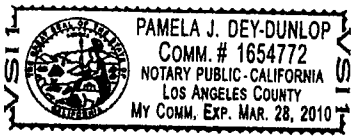
By: 
Name: John Matise
Title: Chief Executive Officer

STATE OF *California*)
COUNTY OF *Los Angeles*) ss.
)

On this 29 day of June, 2009, before me personally came John Matise, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of REBORN BEAUTY, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Management Committee of said limited liability company.

Pamela J. DeY Dunlop

Notary Public



SCHEDULE A

LIST OF TRADEMARKS AND TRADEMARK REGISTRATION APPLICATIONS

SECTION 1 - 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
JANE	Jane & Company, LLC	US	77/487,177	026	05/30/2008			ALLOWED
JANE-ERATION	Jane & Company, LLC	US	77/480,367	003	05/21/2008			ALLOWED

CANADA

BE PURE	Jane & Company, LLC	Canada	1031960		10/12/1999	TMA687,970	05/18/2007	REGISTERED
JANE	Jane & Company, LLC	Canada	851259		07/18/1997	TMA633,090	02/17/2005	REGISTERED

DOMAIN NAMES

Domain Name	Country	Registrant	Registrar	Status	Reg. Date	Renewal Date	Comments
jane.ca	Canada	Sassaby, Inc.	VeriSign, Inc.	Active.	10/19/2000	12/1/2008	Administrative contact is William Jelinek, Trade Mark Attorney, Sassaby Inc., 100 Alden Road, Markham ON L3R 4C1 Canada
janecosmetics.com	USA	Jane & Company, LLC	Corporate Domains, Inc.	Active.	10/30/1997	10/29/2008 or 10/29/2007 (WHOIS includes both dates)	L. Yamell is administrative contact

SECTION 2 - US OTHER ACTIVE MARKS

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
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	CANCELLED
HI-FIBER MASCARA	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
ITS 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
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 Lash2 Precise	Jane & Company, LLC	US	77/195,613	003	06/01/2007			PENDING
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
MOSAIC	Jane &	US	78/510,680	003	11/03/2004			PENDING

MARK	OWNER	COUNTRY	APPL NO	CLASS	FILED	REG NO	REG DT	STATUS
	Company, LLC							
NOT FOR PLAIN JANES	Jane & Company, LLC	US	78/638,856	003	05/27/2005			ALLOWED
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

SECTION 3 - FOREIGN MARKS

MARK	OWNER OF RECORD	COUNTRY	APP NO	REG NO	CLASS	REG DT	STATUS
JANE (Stylized)	Sassaby, Inc.	Argentina	2.104.391	9/22/1997	1.707.408	12/01/1998	REGISTERED
Jane by Sassaby (Stylized)	Sassaby, Inc.	Argentina	2074739	3/25/1997	1.747.515	08/03/1999	REGISTERED
BE CLEAR	Sassaby, Inc.	Australia	783464	01/15/1999	783464	01/15/1999	REGISTERED
BE PURE	Sassaby, Inc.	Australia	809639	10/07/1999	809639	10/07/1999	REGISTERED
FIZZYLOGY	Sassaby, Inc.	Australia	811033	10/20/1999	811033	10/20/1999	REGISTERED
JANE	Jane & Company, LLC	Australia	700750	01/18/1996	700750	01/18/1996	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Australia	647712	12/07/1994	647712	12/07/1994	REGISTERED
LIGHT ENERGY	Sassaby, Inc.	Australia	811031	10/20/1999	811031	10/20/1999	REGISTERED
MUDVILLE	Sassaby, Inc.	Australia	811032	10/20/1999	811032	10/20/1999	REGISTERED
SASSABY	Sassaby, Inc.	Australia	595356	02/17/1993	595356	02/17/1993	REGISTERED
SASSABY	Sassaby, Inc.	Australia	595357	02/08/1993	595357	02/08/1993	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Australia	595355	02/08/1993	595355	02/08/1993	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Australia	595354	02/08/1993	595354	02/08/1993	REGISTERED
SEEDS & WEEDS	Sassaby, Inc.	Australia	814186	11/17/1999	814186	11/17/1999	REGISTERED
Triangular Design	Sassaby, Inc.	Australia	595359	02/08/1993	595359	02/08/1993	REGISTERED
Triangular Design	Sassaby, Inc.	Australia	595358	02/08/1993	595358	02/08/1993	REGISTERED
JANE	Sassaby, Inc.	Austria	AM 5133/97	09/18/1997	175346	04/27/1998	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Austria	AM 5134/97	09/18/1997	175.347	04/27/1998	REGISTERED
SASSABY	Sassaby, Inc.	Austria	AM 792/93	02/23/1993	147,063	05/04/1993	REGISTERED
JANE	Jane & Company, LLC	Benelux	901469	09/23/1997	625747	10/01/998	REGISTERED
SASSABY	Sassaby, Inc.	Benelux	793306	02/17/1993	525829	08/1/1993	REGISTERED

MARK	OWNER OF RECORD	COUNTRY	APP NO	REG NO	CLASS	REG DT	STATUS
JANE	Sassaby, Inc.	Brazil	819.014.958	01/24/1996	819014958	03/22/2005	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Brazil	820.261.564	09/19/1997	820.261.564	10/25/2005	REGISTERED
SASSABY	Sassaby, Inc.	Brazil			818059761	12/03/1996	REGISTERED
AGUACEUTICALS	Jane & Company, LLC	Canada	1397082	05/27/2008			PENDING
ATTITUBES	Jane & Company, LLC	Canada	1198229	12/02/2003	TMA679,842	01/19/2007	REGISTERED
BE PURE	Jane & Company, LLC	Canada	1031960	10/12/1999	TMA687,970	05/18/2007	REGISTERED
JANE	Jane & Company, LLC	Canada	851259	07/18/1997	TMA633,090	02/17/2005	REGISTERED
JANE	Jane & Company, LLC	Canada	853728	08/15/1997	TMA660,219	03/06/2006	REGISTERED
JANE BY SASSABY	Jane & Company, LLC	Canada	853727	08/15/1997	TMA659,211	02/16/2006	REGISTERED
JANE BY SASSABY	Jane & Company, LLC	Canada	776461	02/27/1995	TMA643067	06/27/2005	REGISTERED
MEGABITES	Jane & Company, LLC	Canada	1083107	11/16/2000	612452	06/09/2004	REGISTERED
SASSABY	Jane & Company, LLC	Canada	680938	04/29/1991	430118	07/08/1994	REGISTERED
SASSABY (Stylized)	Jane & Company, LLC	Canada	680934	04/29/1991	430117	07/08/1994	REGISTERED
Triangular design	Jane & Company, LLC	Canada	680936	04/29/1991	428779	06/17/1994	REGISTERED
FIZZYOLOG Y	Sassaby, Inc.	China	9900157862	12/27/1999	1528240	02/28/2001	REGISTERED
JANE (Stylized)	Sassaby, Inc.	China	9800015067	02/24/1998	1795357	06/28/2002	REGISTERED
LIGHT ENERGY	Sassaby, Inc.	China	9900157864	12/27/1999	1528238	02/28/2001	REGISTERED
MUDVILLE	Sassaby, Inc.	China	9900157863	12/27/1999	1528239	02/28/2001	REGISTERED

MARK	OWNER OF RECORD	COUNTRY	APP NO	REG NO	CLASS	REG DT	STATUS
SEEDS & WEEDS	Sassaby, Inc.	China	2000003159	01/07/2000	1556349	04/21/2001	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Columbia	97-042427	07/25/1997	236254	11/23/2000	REGISTERED
SASSABY	Sassaby, Inc.	Costa Rica	1993-4460	08/03/1993	85334	01/05/1994	REGISTERED
JANE	Sassaby, Inc.	Denmark	200000978	03/03/2000	200002606	06/14/2000	REGISTERED
SASSABY	Sassaby, Inc.	Denmark	199301052	02/17/1993	199308479	12/10/1993	REGISTERED
SASSABY	Sassaby, Inc.	Dominican Republic	99100762	03/09/1993	57047	06/15/1993	REGISTERED
BE CLEAR	Sassaby, Inc.	EU	1042662	01/14/1999	1042662	04/19/2000	REGISTERED
FIZZYOLOG Y	Sassaby, Inc.	EU	1351253	10/20/1999	1351253	12/12/2000	REGISTERED
LIGHT ENERGY	Sassaby, Inc.	EU	1351220	10/20/1999	1351220	12/12/2000	REGISTERED
SEEDS & WEEDS	Sassaby, Inc.	EU	1386333	11/18/1999	1386333	1/19/2001	REGISTERED
TWIST & SHOUT	Sassaby, Inc.	EU	901439	8/10/1998	901439	2/24/2000	REGISTERED
JANE (Stylized)	Sassaby, LLC	Federation of Russia	97714047	09/19/1997	170317	09/19/1997	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Finland	T19903685	04/01/1996	216938	02/29/2000	REGISTERED
SASSABY	Sassaby, Inc.	Finland	199300696	02/18/1993	130348	01/20/1994	REGISTERED
JANE	Jane & Company, LLC	France	97 695 608	09/18/1997	97 695 608	09/18/1997	REGISTERED
LADY JANE	Sassaby, Inc.	France	1575677	02/15/1990	1575677	02/15/1990	REGISTERED
SASSABY	Sassaby, Inc.	France	n/a	09/20/1991	1694633	09/20/1991	REGISTERED
SASSABY (stylized)	Sassaby, Inc.	France	n/a	09/20/1991	1694632	09/20/2011	REGISTERED
Triangular design	Sassaby, Inc.	France	n/a	09/20/1991	1694631	09/20/1991	REGISTERED
BE CLEAR	Sassaby, Inc.	Germany	399 01 996.0	01/15/1999	399 01 996	05/24/2000	REGISTERED
JANE	Sassaby, Inc.	Germany	39744708.6	09/18/1997	39744708	02/16/1998	REGISTERED
SASSABY	Sassaby, Inc.	Germany	n/a	07/20/1991	2055960	02/03/1994	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Germany	n/a	07/20/1991	2034641	4/16/1993	REGISTERED
Triangular design	Sassaby, Inc.	Germany	n/a	07/20/1991	2019348	8/25/1992	REGISTERED
JANE (Stylized)	Jane & Company, LLC	Greece	134550	09/22/1997	134550	08/17/1999	REGISTERED
SASSABY	Sassaby, Inc.	Greece	114068	05/07/1993	9249/94	02/19/1996	REGISTERED

MARK	OWNER OF RECORD	COUNTRY	APP NO	REG NO	CLASS	REG DT	STATUS
JANE	Company, LLC	Hong Kong	284/99	01/12/1999	12227/2000	01/12/1999	REGISTERED
JANE & Flower Device (in series)	Sassaby, Inc.	Hong Kong	9678/2001	06/16/2001	8842/2003	06/16/2001	REGISTERED
JANE & Flower Device (in series)	Sassaby, Inc.	Hong Kong	9015/2001	06/05/2001	7151/2004	06/05/2001	REGISTERED
JANE & Flower Device (in series)	Sassaby, Inc.	Hong Kong	9014/2001	06/05/2001	8508/2004	06/05/2001	REGISTERED
JANE (Stylized)	Sassaby, Inc.	Hong Kong	14263/97	10/07/1997	1078/99	10/07/1997	REGISTERED
SASSABY	Sassaby, Inc.	Hong Kong	9974/92	04/08/1992	87/95	04/08/1992	REGISTERED
SASSABY	Sassaby, Inc.	Hong Kong	9975/92	04/08/1992	6073/94	04/08/1992	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Hong Kong	92/9972	04/08/1992	86/1995	04/08/1992	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Hong Kong	92/9973	04/08/1992	6072/94	04/08/1992	REGISTERED
Triangular design	Sassaby, Inc.	Hong Kong	9970/92	04/08/1992	1984/96	04/08/1992	REGISTERED
Triangular design	Sassaby, Inc.	Hong Kong	92/9971	04/08/1992	1985/96	04/08/1992	REGISTERED
JANE (Stylized)	Sassaby, Inc.	India	771972	10/20/1997	771972	10/20/1997	REGISTERED
MUDVILLE	Sassaby, Inc.	India	N/A	11/12/1999	886440	11/12/1999	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Ireland	174524	04/01/1996	218200	04/01/1996	REGISTERED
SASSABY	Sassaby, Inc.	Ireland	154512	2/19/1993	154512	2/19/1993	REGISTERED
Triangular Design	Sassaby, Inc.	Ireland	RM/2001/468 5	08/06/2001	985165	11/25/2005	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Israel	113418	07/06/1997	113418	08/05/1999	REGISTERED
BE PURE	Sassaby, Inc.	Italy	97C005297	10/20/1999	893187	05/22/2003	REGISTERED
JANE (Stylized)	Sassaby, Inc.	Italy	97C005516	11/13/1997	785037	06/11/1999	REGISTERED
SASSABY	Sassaby, Inc.	Italy	RM/2001/468 4	8/6/1991	985164	11/25/2005	REGISTERED
SASSABY in Script	Sassaby, Inc.	Italy	RM/2001/461 6	8/2/1991	985100	11/25/2005	REGISTERED

MARK	OWNER OF RECORD	COUNTRY	APP NO	REG NO	CLASS	REG DT	STATUS
Triangular design	Sassaby, Inc.	Italy	RM/2001/468 5	8/6/1991	985165	11/25/2005	REGISTERED
TWIST & SHOUT	Sassaby, Inc.	Italy	RM/98/4480	9/7/1998	844576	04/24/2001	REGISTERED
FIZZYLOGY W/KATAKANA	Sassaby, Inc.	Japan	95745/1999	10/22/1999	4420019	09/22/2000	REGISTERED
Jane by Sassaby (Stylized)	Sassaby, Inc.	Japan	43635/1998	05/27/1998	4284581	06/18/1999	REGISTERED
Jane with Katakana	Sassaby, Inc.	Japan	76385/2003	09/04/2003	4768779	04/30/2004	REGISTERED
Jane with Katakana	Sassaby, Inc.	Japan	100475/2000	09/13/2000	4551442	03/15/2002	REGISTERED
LIGHT ENERGY W/KATAKANA	Sassaby, Inc.	Japan	95746/1999	10/22/1999	4420020	09/22/2000	REGISTERED
MUDVILLE W/KATAKANA	Sassaby, Inc.	Japan	95747/1999	10/22/1999	4420021	09/22/2000	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Japan	56103/1993	06/07/1993	3371459	10/01/2004	REGISTERED
SEEDS & WEEDS with Katakana	Sassaby, Inc.	Japan	105678/1999	11/19/1999	4434197	11/17/2000	REGISTERED
SASSABY	Sassaby, Inc.	Malaysia	92/02378	04/16/1992	92/02378	04/16/1992	REGISTERED
SASSABY	Sassaby, Inc.	Malaysia	92/02377	04/16/1992	92/02377	04/16/1992	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Malaysia	93/03325	05/13/1993	93/03325	05/13/1993	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Malaysia	93/03324	05/13/1993	93/03324	05/13/1993	REGISTERED
TRIANGULAR BY DESIGN	Sassaby, Inc.	Malaysia	92/02376	04/16/1992	92/02376	04/16/1992	REGISTERED
Triangular design	Sassaby, Inc.	Malaysia	92/02375	04/16/1992	92/02375	04/16/1992	REGISTERED
FIZZYLOGY	Sassaby, Inc.	Mexico	396594	10/26/1999	634883	11/30/1999	REGISTERED
JANE	Jane & Company, LLC	Mexico	300716	07/08/1997	620987	08/31/1999	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Mexico	228,772	03/31/1995	518,744	03/14/1996	REGISTERED
LIGHT ENERGY	Sassaby, Inc.	Mexico	396,920	10/28/1999	634,602	11/25/1999	REGISTERED
MUDVILLE	Sassaby, Inc.	Mexico	396,919	10/28/1999	634,601	11/25/1999	REGISTERED
SEEDS & WEEDS	Sassaby, Inc.	Mexico	400453	11/24/1999	638436	01/25/2000	REGISTERED
Jane by Sassaby (Stylized)	Sassaby, Inc.	New Zealand	265890	08/14/1996	265890	08/14/1996	REGISTERED
JANE	Jane & Company, LLC	Norway	975308	07/02/1997	215149	07/18/2002	REGISTERED
SASSABY	Sassaby, Inc.	Norway	930525	02/04/1993	162677	05/19/1994	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Norway	19930526	02/04/1993	162678	05/19/1994	REGISTERED

MARK	OWNER OF RECORD	COUNTRY	APP NO	REG NO	CLASS	REG DT	STATUS
JANE (Stylized)	Sassaby, Inc.	Papua New Guinea	63767	05/02/2001	A63,767	05/02/2001	REGISTERED
JANE BY SASSABY	Jane & Company, LLC	South Africa	97/9890	07/02/1997	97/9890	07/02/1997	REGISTERED
FIZZYLOGY	Sassaby, Inc.	South Korea	1999-39801	10/22/1999	488597	02/26/2001	REGISTERED
JANE	Sassaby, Inc.	South Korea	97-30444	7/3/1997	453091	08/20/1999	REGISTERED
JANE	Sassaby, Inc.	South Korea	97-30445	7/3/1997	453092	08/20/1999	REGISTERED
Jane by Sassaby (Stylized)	Sassaby, Inc.	South Korea	96-42498	09/20/1996	453090	08/20/1999	REGISTERED
LIGHT ENERGY	Sassaby, Inc.	South Korea	1999-39800	10/22/1999	480857	11/8/2000	REGISTERED
Lip Jane	Sassaby, Inc.	South Korea	1989-0015033	06/13/1989	202181	10/05/1990	REGISTERED
MUDVILLE	Sassaby, Inc.	South Korea	1999-39799	10/22/1999	480858	11/08/2000	REGISTERED
SASSABY	Sassaby, Inc.	South Korea	1993-0010363	03/31/1993	288445	04/12/1994	REGISTERED
SASSABY	Sassaby, Inc.	South Korea	1993-0010364	03/31/1993	286746	03/15/1994	REGISTERED
SASSABY	Sassaby, Inc.	South Korea	1998-12074	05/08/1998	445097	03/25/1999	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Spain	N/A	01/13/2000	342640	10/10/2000	REGISTERED
JANE & Sunflower design	Sassaby, Inc.	Sweden	1997/08403	9/22/1997			PENDING
JANE BY SASSABY	Sassaby, Inc.	Sweden	97-08402	09/22/1997	362 964	09/19/2003	REGISTERED
SASSABY	Sassaby, Inc.	Sweden	93-00944	02/01/1993	260173	08/12/1994	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Sweden	93-00945	02/03/1993	260174	08/12/1994	REGISTERED
Jane by Sassaby (Stylized)	Sassaby, Inc.	Taiwan	85048431	09/24/1996	834102	01/16/1999	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Thailand	346060	10/10/1997	86290	10/10/1997	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	Thailand	354662	02/20/1998	90654	02/20/1998	REGISTERED
JANE	Jane & Company, LLC	United Kingdom	2,051,127	01/13/1996	2,051,127	5/9/1997	REGISTERED
JANE BY SASSABY	Jane & Company, LLC	United Kingdom	2,106,112	07/27/1996	2,106,112	09/12/1997	EXPIRED
SASSABY	Sassaby, Inc.	United Kingdom	1463701	05/03/1991	1463701	02/12/1993	REGISTERED
SASSABY	Sassaby, Inc.	United Kingdom	1463700	05/03/1991	1463700	03/19/1993	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	United Kingdom	1463551	05/03/1991	1463551	04/02/1993	REGISTERED
SASSABY (Stylized)	Sassaby, Inc.	United Kingdom	1463552	05/03/1991	1463552	02/12/1993	REGISTERED
Triangular design	Sassaby, Inc.	United Kingdom	1463703	05/03/1991	1463703	11/16/1992	REGISTERED
Triangular design	Sassaby, Inc.	United Kingdom	1463702	05/03/1991	1463702	09/25/1992	REGISTERED

MARK	OWNER OF RECORD	COUNTRY	APP NO	REG NO	CLASS	REG DT	STATUS
TWIST & SHOUT	Sassaby, Inc.	United Kingdom	2175329	08/20/1998	2175329	03/12/1999	REGISTERED
JANE BY SASSABY	Sassaby, Inc.	Venezuela	20584-1997	10/10/1997	P208227	09/11/1998	REGISTERED
SASSABY	Sassaby, Inc.	Venezuela	10153-93	06/04/1993	P185073	02/09/1996	REGISTERED

SECTION 4 - ESTEE MARKS - FOREIGN

MARK	OWNER OF RECORD	COUNTRY	APP NO.	APP DATE	REG NO.	REG DATE
BE CLEAR		India	839602	2/2/1999		
BE CLEAR		India	839603	2/2/1999		
BE CLEAR W/SASSABY		Italy	99C002979	6/14/1999	871061	7/2/2002
BE PURE		Mexico				
GLOSSERY		Canada	1,059,269	5/17/2000		
GOING STEADY		Canada	1,083,101	11/16/2000		
JANE		Hong Kong	9597/97	7/9/1997		
JANE		Mozambique	2947/99	12/15/1999	2947/99	12/15/1999
JANE		Switzerland	7713/1997	9/23/1997	449453	2/23/1998
JANE & FLOWER DESIGN		Sweden	01-01902	3/20/2001		
JANE (STYLIZED)		China		2/9/1998		
JANE (STYLIZED)		Indonesia	D97-25180	11/18/1997		
JANE BY SASSABY		Benelux	901470	9/23/1997	625748	9/23/1997
JANE BY SASSABY		Denmark	4629/1997	9/19/1997	4815/97	11/7/1997
JANE BY SASSABY		Egypt	108275	7/9/1997		7/9/1997
JANE BY SASSABY		France	97 695 609	9/18/1997	97 695 609	9/18/1997
JANE BY SASSABY		Germany	397 44709.4	9/18/1997	397 44 709	2/8/1998
JANE BY SASSABY		Greece	134551	9/22/1997	134551	8/17/1999
JANE BY SASSABY		India	764578	7/9/1997		
JANE BY SASSABY		Indonesia		9/23/1997		
JANE BY SASSABY		Indonesia	D97-19596	9/12/1997	424443	9/12/1997
JANE BY SASSABY		Italy	97C005515	11/13/1997	785036	11/13/1997
JANE BY SASSABY		Malaysia	97/14085	10/1/1997		
JANE BY SASSABY		Mozambique	2949/99	12/15/1999	2949/99	12/15/1999
JANE BY SASSABY		Philippines	126150	10/20/1997		
JANE BY SASSABY		Russian Federation	97714046	9/19/1997	170617	9/19/1999
JANE BY SASSABY		Singapore			T97/12052C	10/1/1997
JANE BY SASSABY		Venezuela	10153-39	6/30/1997		
JANE BY SASSABY (STYLIZED)		Australia	715682	8/22/1996	715682	8/22/1996
JANE BY SASSABY (STYLIZED)		Costa Rica		10/8/1996	101119	4/27/1997
JANE BY SASSABY (STYLIZED)		Hong Kong	11524/1996	9/13/1996		

MARK	OWNER OF RECORD	COUNTRY	APP NO.	APP DATE	REG NO.	REG DATE
JANE BY SASSABY (STYLIZED)		Mexico		3/13/1995	518744	3/14/1996
JANE BY SASSABY (STYLIZED)		Norway	96.5565	9/17/1996	182.991	6/19/1997
JANE BY SASSABY (STYLIZED)		Panama	91061		91061	
JANE BY SASSABY (STYLIZED)		South Africa	96/11662	8/20/1996	96/11662	8/20/1996
JANE BY SASSABY (STYLIZED)		Switzerland		9/18/1996	439151	4/23/1997
JANE W/KATAKANA		Japan	23325/92	3/5/1992	2689426	7/29/1994
SAMBAR		Japan	103687/1993	10/13/1993		
SASSABY		Columbia	379182	3/19/1993		
SASSABY		Ecuador		7/25/1994	163994	7/25/1994
SASSABY		EU	793306	2/17/1993	525829	2/17/1993
SASSABY		Guatemala			74453	4/3/1995
SASSABY		Panama			66211	1/17/1995
SASSABY		Peru			1865	10/14/1993
SASSABY		South Africa			93/1335	2/23/1993
SASSABY		Taiwan			590428	3/15/1993
SASSABY (STYLIZED)		Japan	56104/1993	6/7/1993		
SASSABY (STYLIZED)		Mexico	162186	3/4/1994		
SASSABY (STYLIZED)		Mexico		4/4/1993	442292	9/20/1993
SASSABY (STYLIZED)		Singapore		2/5/1993	142092	2/5/1993
SASSABY (STYLIZED)		Singapore			142091	
SASSABY (STYLIZED)		Sweden	7713/1997	9/23/1997		
SASSABY (STYLIZED)		Taiwan			648888	3/15/1993
SEEDS & WEEDS		India	887406	11/19/1999		
SHOWELETTE		Canada	1,083,099	1026/2000		
STAY CALM		Canada	1,083,100	11/16/2000		
TRIANGULAR DESIGN		Chile			429,953	8/10/1994
TRIANGULAR DESIGN		Japan			3063509	7/31/1995
TRIANGULAR DESIGN		Norway			161.97	3/24/1994
TRIANGULAR DESIGN		Sweden			254268	12/30/1993
TRIANGULAR DESIGN		Taiwan			590427	3/16/1993
TURNCOAT		Canada	1,198,228	12/2/2003		
TWIST & SHOUT		Australia	769970	8/11/1998	769970	8/11/1998
TWIST & SHOUT		Germany	398 48 484.8	8/25/1998	398 48 484	2/19/1999
TWIST & SHOUT		India	815915	8/24/1998	815915	8/24/1998

SECTION 5 - ESTEE MARKS - UNITED STATES

MARK	OWNER OF RECORD	COUNTRY	APP NO	APP DATE	REG NO	REG DATE
BROW BEATERS		US	75/076,761	3/22/1996	2,124,281	12/23/1997
CLOUDBURST		US	75/814,536	10/4/1999		
CLUELESS		US	74/711,995	8/7/1995	2,037,895	2/11/1997
DOUBLE TALK		US	73/427,963	5/27/1983	1,282,032	6/19/1984
EYE LIGHTS		US	75/152,649	8/19/1996	2,151,390	4/14/1998
EYEZING		US	78/204,436	1/17/2003		
FLASHES		US	74/489,004	2/14/1994	1,920,649	9/19/1995
GLIMMERATZI		US	76/350,168	12/18/2001		
GLOSSERY		US	76/342,723	11/28/2001		
HIP LIPS		US	75/250,536	3/3/1997	2,158,577	5/19/1998
JANE (STYLIZED)		US	74/477,947	1/10/1994	1,962,307	3/12/1996
JANE AND FLOWER DESIGN		US	76/133,142	9/21/2000		
JANE'S BRAIN		US	74/660,444	4/13/1995	2,289,136	10/26/1999
LICKETY STIX		US	74/615,241	12/27/1994	2,044,431	3/11/1997
LIP SASS		US	76/364260	1/29/2002		
LUCKY STAR		US	78/177161	10/22/2002		
MANIC CURE		US	75/280,233	4/24/1997	2,272,265	8/24/1999
MOON STRUCK		US	75/077,644	3/25/1996	2,181,711	8/18/1998
MUDVILLE		US	75/802,629	9/17/1999		
OUTER LIMITS		US	75/152,329	8/19/1996	2,302,394	12/21/1999
RADIATION		US	75/618,031	1/9/1999	2,451,621	5/15/2001
SASSABY		US	74/224,087	11/22/1991	1,823,534	2/22/1994

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

**EXHIBIT E
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF California)
) ss.
COUNTY OF Los Angeles)

KNOW ALL MEN BY THESE PRESENTS, that REBORN BEAUTY, 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:

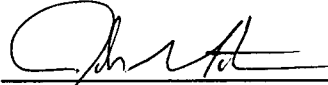
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Borrower in and to (i) any 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.

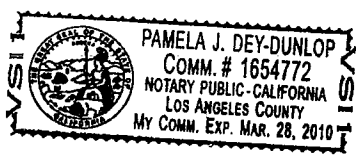
Dated: June 29, 2009

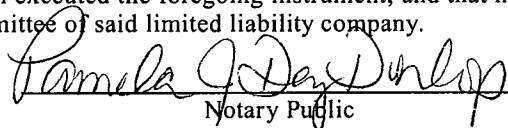
REBORN BEAUTY, LLC

By: 
Name: John Matis
Title: Chief Executive Officer

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On this 29 day of June, 2009, before me personally came John Matis, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of REBORN BEAUTY, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Management Committee of said limited liability company.




Notary Public