

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Urban Decay Cosmetics LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	340 Madison Avenue
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	2967548	BEAUTY WITH AN EDGE
Registration Number:	3567624	BEAUTY WITH AN EDGE
Registration Number:	3511730	BIG BUDDHA BRUSH
Registration Number:	3097901	BIG FATTY LIP PLUMPER
Registration Number:	3511728	BIG FATTY MASCARA
Registration Number:	3391741	BLOW LIP PLUMPER
Registration Number:	3693586	BOOK OF SHADOWS PALETTE
Registration Number:	3508386	BROW BEATER
Registration Number:	3621609	BROW BOX
Registration Number:	3376361	CLEAN & SOBER
Registration Number:	3624215	DE-SLICK MATTIFYING POWDER
Registration Number:	3511732	EYESHADOW PRIMER POTION
Registration Number:	3341544	EYESHADOW TRANSFORMING POTION

CH \$1540.00 2967548

Registration Number:	2946588	FEMININE, DANGEROUS, FUN
Registration Number:	3235742	HEAVY METAL
Registration Number:	3206280	LINGERIE & GALOSHES
Registration Number:	3169118	LIP ENVY
Registration Number:	2620289	LIP GUNK
Registration Number:	3604628	LOOSE PIGMENT
Registration Number:	3166715	MAI TAI
Registration Number:	2635169	MIDNIGHT COWBOY
Registration Number:	2977818	PISTOL
Registration Number:	3677152	POCKET ROCKET
Registration Number:	3624216	SANTA TANITA
Registration Number:	2869024	SHADOW BOX
Registration Number:	3624422	SUSTAINABLE SHADOW BOX
Registration Number:	3309284	ULTRAGLIDE
Registration Number:	3692348	URBAN DECAY
Registration Number:	2341947	URBAN DECAY
Registration Number:	2896047	URBAN DECAY
Registration Number:	2449408	URBAN DECAY
Registration Number:	3085117	URBAN DECAY
Registration Number:	3567623	URBAN DECAY
Registration Number:	2056875	URBAN DECAY
Registration Number:	3652425	WE DON'T DO ANIMAL TESTING. HOW COULD ANYONE?
Registration Number:	3652426	WE DON'T DO ANIMAL TESTING. HOW COULD ANYONE?
Serial Number:	77783990	24/7 GLIDE-ON
Serial Number:	77712475	APOCALYPTIC NAIL KIT
Serial Number:	77803171	BIG FATTY
Serial Number:	77803119	DE-SLICK
Serial Number:	77812375	GOTHAM
Serial Number:	77504466	GRIND HOUSE SHARPENER
Serial Number:	78954615	GUARDIAN ANGEL
Serial Number:	77795859	PRIMER POTION
Serial Number:	78843167	REVOLVER
Serial Number:	77712473	SHOW PONY SHADOW BOX
Serial Number:	77758512	SIN
Serial Number:	77812365	SKYSCRAPER

Serial Number:	77221055	SUBURBAN DECAY
Serial Number:	77409763	SURREAL SKIN MINERAL MAKEUP
Serial Number:	77775637	ULTRA DEFINITION
Serial Number:	76213845	URBAN
Serial Number:	77211057	COMPOWER
Serial Number:	77696576	URBAN DECAY
Serial Number:	77762700	URBAN DECAY COSMETICS
Serial Number:	77716198	URBAN DECAY GRIND HOUSE
Serial Number:	77758522	URBAN DECAY SIN
Serial Number:	77551780	URBAN DEFENSE
Serial Number:	77431916	VICE
Serial Number:	77661222	WALK OF SHAME
Serial Number:	77022262	WALK OF SHAME

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	162033
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/22/2009

Total Attachments: 40

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Urban Decay Cosmetics LLC
 833 West 16th Street
 Newport Beach, CA 92633

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 09/29/2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association

Internal Address: 11th Floor

Street Address: 340 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10173

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other NA Citizenship NY

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: 31st Floor

Street Address: 1133 Avenue of the Americas

City: New York

State: ny Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 162033

6. Total number of applications and registrations involved:

85

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

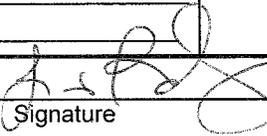
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

10/21/2009

Date

Luis Rodriguez

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

39

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement ("Agreement") is made as of the 16th day of October 2009, by and between URBAN DECAY COSMETICS LLC ("Company"), a Delaware limited liability company, with its chief executive office located at 833 West 16th Street, Newport Beach, California 92633 and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent for Lenders ("Agent"), having a mailing address of 340 Madison Avenue, 11th Floor, New York, New York 10173.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Revolving Credit and Security Agreement of even date herewith by and among the Company, the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders") and Agent, acting as agent for the benefit of the Lenders (as it may hereafter be from time to time amended, modified, restated, supplemented or replaced, the "Loan Agreement"), under which Company is granting Agent, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under all of Company's now or hereafter existing or acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations with the United State Patent and Trademark Office or the United States Copyright Office (as applicable) of) the United States federally issued patents and patent applications (collectively, the "Patents"); the United States federally registered trademarks, service marks, trade names, and service trade names and all goodwill associated with and represented by any of the foregoing (collectively, "Trademarks"); and the United States federally registered copyrights and copyright applications (collectively, the "Copyrights"); each as listed on **Schedule A** attached hereto and made part hereof (or on any amended **Schedule A** provided pursuant to Section 3(e) hereof) (all such Patents, Trademarks, Copyrights hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registrations thereof as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises

herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Agent in all of its present and future right, title and interest in and to the Assets and the registrations thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits; provided that the Company shall not be deemed to have granted a security interest in: (A) any rights or interest in any license, lease, contract or agreement to which the Company is a party to the extent, but only to the extent (if any), that such a grant would, under the terms of such license, lease, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other Applicable Law), provided, that immediately upon the ineffectiveness, lapse or termination of, or the granting of a consent or waiver by the other party to such license, lease, contract or agreement with respect to, any such restrictive terms of such license, lease, contract or agreement, the Assets shall include, and the Company shall be deemed to have granted to the Agent a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect, or (B) any rights or property, including any intent-to-use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein; provided, that immediately upon the ineffectiveness, lapse or termination of any such law or regulation, the Assets shall include, and the Company shall be deemed to have granted to the Agent a security interest in, all such rights and interests or other assets, as the case may be, as if such law or regulation had never been in effect; and provided, further, that notwithstanding any such restrictive provision, law or regulation, Assets shall, to the extent such restrictive provision, law or regulation does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all royalties, licensing fees and other proceeds derived from or in connection with the license, sale, assignment or transfer of such rights and interests.

2. Company hereby covenants and agrees to maintain the Assets that are useful and necessary in its business (except for those Assets that expire on their terms or pursuant to law) in full force and effect and to take all actions necessary to enforce and protect the validity of any such assets to the extent determined by the Company in its commercially reasonable judgment to be prudent or necessary, until all Obligations (other than Inchoate Obligations) are indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated.

3. Company represents, warrants and covenants that:

(a) Each of the Assets listed on the **Schedule A** attached hereto on the date hereof or on any amended **Schedule A** provided at any time after the date hereof pursuant to Section 3(e) hereof is subsisting and has not been adjudged invalid or unenforceable as of the

date such Schedule or amended Schedule (as applicable) was provided to Agent;

(b) Each of the Assets listed on the **Schedule A** attached hereto on the date hereof or on any amended **Schedule A** provided at any time after the date hereof pursuant to Section 3(e) hereof is valid and enforceable as of the date such Schedule or amended Schedule (as applicable) was provided to Agent;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets (including Company's right, title and interest as licensor or licensee under any License but not including, with respect to any License where the Company is the licensee, any Intellectual Property owned by the applicable licensor licensed to the Company as such licensee thereunder), and each of such Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons, other than any Permitted Encumbrances;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms; and

(e) Each of the Assets listed on **Schedule A** constitute all of the United States federally registered Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations (other than Inchoate Obligations) shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) become the owner of or acquire rights including the rights of registration with respect to any new registered patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) become entitled to the benefit of any registered patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. No later than 60 days after the end of each fiscal quarter, the Company shall give Agent written notice of the acquisition by Company of any such new Assets acquired during such fiscal quarter along with an amended **Schedule A** listing such new Assets.

4. Company further covenants that until all Obligations (other than Inchoate Obligations) have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement and the Loan Agreement.

5. So long as no Event of Default has occurred and is continuing under the Loan Agreement, Company shall continue to have the exclusive right to use and exploit the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets, except that (i) the Company may enter into licenses as a licensor with respect to the Patents, Trademarks and Copyrights owned by it so long as the Company complies with the provisions of Section 9.1 of the Loan Agreement in connection with any such license, (ii) the Company may permit the Assets to be subject to Permitted Encumbrances and (iii) nothing contained in this Section 6 shall be interpreted to require to Company to take any additional actions regarding the maintenance and renewal of any Assets beyond those actions necessary to satisfy Sections 2 and 13 hereof.

7. Licenses and License Rights.

(a) **Schedule B** attached hereto and made part hereof set forth the information concerning all licenses pursuant to which Company has the right (whether exclusive or non-exclusive) to use any patents or registrable inventions, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications, excluding any licenses of commercially available or off-the-shelf software, shrink-wrap or click-through licenses (all of such licenses, the "Licenses" and all of such rights, the "License Rights"). The information set forth on **Schedule B** hereto includes the title and date of each such License, the name and address of the grantor/licensor and the name/title/description of the applicable patent, trademark or copyright (and/or patent, trademark or copyright application) and the registration number and date of such patent, trademark, copyright or application. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Agent in all of its present and future right, title and interest in and to the Licenses and the License Rights, to the extent that such a grant in such Licenses and License Rights would not be excluded from the liens created under this Agreement pursuant to the proviso to Section 1 above. To the extent that a valid lien and security interest in and to Company's right, title and interest in and to any Licenses and related License Rights is created under the provisions of this section (either because the creation of such a lien and security interest under this section would not violate the terms and provisions of the applicable License and/or because all consents of the relevant grantor/licensor required under the terms and provisions of the applicable License have been obtained), all such Licenses and related License Rights shall constitute part of the "Assets" hereunder.

(b) If, before all Obligations (other than Inchoate Obligations) shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall become a party to any new licenses pursuant to which Company will have the right (whether exclusive or non-exclusive) to use any patents, registrable inventions, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications, excluding any licenses of commercially available or off-the-shelf software, shrink-wrap or click-through licenses, no later than 60 days after the end of each fiscal quarter, the Company shall give Agent written notice of the acquisition by Company of any such new license and related license rights during such fiscal quarter along with an amended **Schedule B** listing such new licenses and related license rights. All such newly acquired licenses and related rights shall immediately constitute "Licenses" and "License Rights" hereunder. All of such new Licenses and related License Rights shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such

new Assets, shall automatically apply thereto, except to the extent that such a grant in such Licenses and License Rights would be excluded from the liens created under this Agreement pursuant to the proviso to Section 1 above.. Company covenants and agrees that the provisions of the third sentence of paragraph (a) immediately above shall apply to all such future acquired Licenses and License Rights.

8. If and while an Event of Default has occurred and is continuing under the Loan Agreement, Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code may take such actions permitted under the Loan Agreement and the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During such time as an Event of Default shall have occurred and be continuing, Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else (provided that, in the case of any Assets consisting of Licenses and/or License Rights, Company would have had the right to so grant a license in the License or License Rights), or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1**, a patent assignment in the form attached hereto as **Exhibit 2**, and a copyright assignment in the form attached hereto as **Exhibit 3**. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations (other than Inchoate Obligations) are indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated. Company agrees that while an Event of Default has occurred and is continuing under the Loan Agreement, Company shall be deemed to have granted a non-exclusive license to Agent to use the Assets (other than the Licenses and the License Rights) owned by the Company (and, to the extent (if any) that the Company has the ability to grant any such non-exclusive licence with respect to the Company's right, title and interest in any License and License Rights, also to use such rights of the Company under the License and License Rights and/or any Intellectual Property owned by any applicable licensor licensed to the Company thereunder) in the exercise by Agent or its rights as a secured creditor with respect to Company's tangible property. The use by Agent of all Assets (other than the Licenses and the License Rights) owned by the Company pursuant to such deemed license shall be without any liability for royalties or other related charges from Agent to Company. The valid use by Agent of any the Company's right, title and interest in any License and License Rights (and/or any Intellectual Property owned by any applicable licensor licensed to the Company thereunder) pursuant to such deemed license shall be without any liability for royalties or other related charges from Agent to Company, provided that, if Agent shall determine that it is obligated under applicable Law or by contract to pay any royalties or similar charges to any applicable licensor in connection with such use of the Company's right, title and interest in any License and License Rights (and/or any Intellectual Property owned by any applicable licensor licensed to the Company thereunder), the amount of such royalties and other charges shall be included in the Obligations owing from the Company to Agent and shall be secured by the liens granted under this Agreement and the other

Collateral.

9. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

10. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Agreement and the Other Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

11. Upon Company's performance of all of the obligations under the Loan Agreement and the Other Documents, the full and unconditional satisfaction of all Obligations (other than Inchoate Obligations) and the termination of the Loan Agreement and the commitments thereunder, Agent shall execute and deliver to Company all documents reasonably necessary to record or register the termination of Agent's security interest in the Assets.

12. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of this or any other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

13. Until all Obligations (other than Inchoate Obligations) shall have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated, subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark, copyright or patent application with respect to the Assets pending as of the date of this Agreement or thereafter, and to preserve and maintain all rights in the Assets, in each case to the extent determined by the Company in its commercially reasonable judgment to be prudent or necessary. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Patent, Trademark or Copyright.

14. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

15. After the occurrence and during the continuance of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's name, but at Company's expense, and Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

16. No course of dealing among Company and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Assets, whether established hereby or by the Loan Agreement or the Other Documents, or by any other future agreements between Company and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

18. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

20. Any judicial proceeding brought by or against the Company with respect to any of this Agreement or any related agreement may be brought in any court of competent jurisdiction in the City of New York, Borough of Manhattan, State of New York, United States of America, and, by execution and delivery of this Agreement, the Company accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The Company hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to the Company at its address set forth in Section 15.6 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against the Company in the courts of any other jurisdiction. The Company waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The Company waives the right to remove any judicial proceeding brought against the Company in any state court to any federal court. Any judicial proceeding by the Company against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

21. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES

ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

22. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one fully completed fully executed document. Signatures by facsimile shall bind the parties hereto

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks,
and Copyrights Security Agreement the day and year first above written.

URBAN DECAY COSMETICS LLC

By: 
Name: Charles B. Thompson
Title: CEO

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name:
Title:

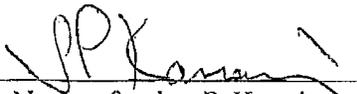
Signature page to Patents, Trademarks, and Copyrights Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks,
and Copyrights Security Agreement the day and year first above written.

URBAN DECAY COSMETICS LLC

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Stephen P. Kanarian
Title: Senior Vice President

Signature page to Patents, Trademarks, and Copyrights Security Agreement

**SCHEDULE A
TRADEMARKS**

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expiration Date or Status</u>
24-7 GLIDE ON	United States	Application No. 77/783,990	Filed 7/17/09	Pending
APOCALYPTIC NAIL KIT	United States	Application No. 77/712,475	Filed 4/13/09	Pending
BEAUTY WITH AN EDGE	United States	Registration No. 2,967,548	Registered 7/12/05	Declaration of Use due 7/12/11 Renewal due 7/12/15
BEAUTY WITH AN EDGE	United States	Registration No. 3,567,624	Registered 1/27/09	Declaration of Use due 1/27/15 Renewal due 1/27/19
BIG BUDDHA BRUSH	United States	Registration No. 3,511,730	Registered 10/7/08	Company intends to abandon mark
BIG FATTY	United States	Application No. 77/803,171	Filed 8/12/09	
BIG FATTY LIP PLUMPER	United States	Registration No. 3,097,901	Registered 5/30/06	Company intends to abandon trademark
BIG FATTY MASCARA	United States	Registration No. 3,511,728	Registered 10/7/08	Company intends to abandon trademark
BLOW LIP PLUMPER	United States	Registration No. 3,391,741	Registered 3/4/08	Company intends to abandon trademark
BOOK OF SHADOWS PALETTE	United States	Registration No. 3,693,586	Registered 7/7/09	Pending
BROW BEATER	United States	Registration No.	Registered	Company

		3,508,386	9/30/08	intends to abandon trademark
BROW BOX	United States	Registration No. 3,621,609	Registered 5/19/09	Company intends to abandon trademark
CLEAN & SOBER	United States	Registration No. 3,376,361	Registered 1/29/08	Company intends to abandon trademark
DE-SLICK	United States	Application No. 77/803,119	Filed 08/12/09	Pending
DE-SLICK MATTIFYING POWDER	United States	Registration No. 3,624,215	Registered 5/19/09	Company intends to abandon trademark
EYESHADOW PRIMER POTION	United States	Registration No. 3,511,732	Registered 10/7/08	Declaration of Use due 10/7/14 Renewal due 10/7/18
EYESHADOW TRANSFORMING POTION	United States	Registration No. 3,341,544	Registered 11/20/07	Company intends to abandon trademark
FEMININE, DANGEROUS, FUN	United States	Registration No. 2,946,588	Registered 5/3/05	Declaration of Use due 5/3/11 Renewal due 5/3/15
GOTHAM	United States	Application No. 77/812,375	Filed 08/25/09	Pending
GRIND HOUSE SHARPENER	United States	Application No. 77/504,466	Filed 6/20/08	Pending
GUARDIAN ANGEL	United States	Application No. 78/954,615	Filed 8/17/06	Pending
HEAVY METAL	United States	Registration No. 3,235,742	Registered 5/1/07	Declaration of Use due 5/1/13

				Renewal due 5/1/17
LINGERIE & GALOSHES	United States	Registration No. 3,206,280	Registered 2/6/07	Company intends to abandon trademark
LIP ENVY	United States	Registration No. 3,169,118	Registered 11/7/06	Company intends to abandon trademark
LIP GUNK	United States	Registration No. 2,620,289	Registered 9/17/02	Company intends to abandon trademark
LOOSE PIGMENT	United States	Registration No. 3,604,628	Registered 4/7/09	Company intends to abandon trademark
MAI TAI	United States	Registration No. 3,166,715	Registered 10/31/06	Company intends to abandon trademark
MIDNIGHT COWBOY	United States	Registration No. 2,635,169	Registered 10/15/02	Renewal due 10/15/12
PISTOL	United States	Registration No. 2,977,818	Registered 7/26/05	Declaration of Use due 7/26/11 Renewal due 7/26/15
POCKET ROCKET	United States	Registration No. 3,677,152	Registered 9/1/09	Declaration of Use due 9/1/15 Renewal due 9/1/19
PRIMER POTION	United States	Application No. 77/795,859	Filed 8/3/09	Pending
REVOLVER	United States	Application No. 78/843,167	Filed 3/22/06	Pending

SANTA TANITA	United States	Registration No. 3,624,216	Registered 5/19/09	Company intends to abandon trademark
SHADOW BOX	United States	Registration No. 2,869,024	Registered 8/3/04	Renewal due 8/3/14
SHOW PONY SHADOW BOX	United States	Application No. 77/712,473	Filed 4/13/09	Pending
SIN	United States	Application No. 77/758,512	Filed 6/12/09	Pending
SKYSCRAPER	United States	Application No. 77/812,365	Filed 8/25/09	Pending
SUBURBAN DECAY	United States	Application No. 77/221,055	Filed 7/3/07	Pending
SURREAL SKIN MINERAL MAKEUP	United States	Application No. 77/409,763	Filed 2/29/08 Suspended 12/3/08	Pending
SUSTAINABLE SHADOW BOX	United States	Registration No. 3,624,422	Registered 5/19/09	Company intends to abandon trademark
ULTRAGLIDE	United States	Registration No. 3,309,284	Registered 10/9/07	Company intends to abandon trademark
ULTRA DEFINITION	United States	Application No. 77/775,637	Filed 7/7/09	Pending
URBAN	United States	Application No. 76/213,845	Filed 2/20/01	Pending
URBAN BABE BY URBAN DECAY	United States	Application No. 77/211,057	Filed 7/3/07	Pending
URBAN DECAY	United States	Registration No. 3,692,348	Registered 10/6/09	Pending
URBAN DECAY	United States	Application No. 77/696,576	Filed 3/23/09	Pending
URBAN DECAY	United States	Registration No.	Registered	Company

		2,341,947	4/11/00	intends to abandon trademark
URBAN DECAY	United States	Registration No. 2,896,047	Registered 10/19/04	Company intends to abandon trademark
URBAN DECAY	United States	Registration No. 2,449,408	Registered 5/8/01	Renewal due 5/8/11
URBAN DECAY	United States	Registration No. 3,085,117	Registered 4/25/06	Declaration of Use due 4/25/12 Renewal due 4/25/16
URBAN DECAY	United States	Registration No. 3,567,623	Registered 1/27/09	Declaration of Use due 1/27/15 Renewal due 1/27/19
URBAN DECAY (Stylized)	United States	Registration No. 2,056,875	Registered 4/29/97	Renewal due 4/29/17
URBAN DECAY			Renewed 4/29/07	
URBAN DECAY COSMETICS	United States	Application No. 77/762,700	Filed 6/18/09	Pending
URBAN DECAY GRIND HOUSE	United States	Application No. 77/716,198	Filed 4/17/09	Pending
URBAN DECAY SIN	United States	Application No. 77/758,522	Filed 6/12/09	Pending
URBAN DEFENSE	United States	Application No. 77/551,780	Filed 8/20/08	Pending
VICE	United States	Application No. 77/431,916	Filed 3/26/08	Pending
WALK OF SHAME	United States	Application No. 77/661,222	Filed 2/2/09	Pending

WALK OF SHAME	United States	Application No. 77/022,262	Filed 10/16/06	Pending
WE DON'T DO ANIMAL TESTING. HOW COULD ANYONE?	United States	Registration No. 3,652,425	Registered 7/7/09	Pending
WE DON'T DO ANIMAL TESTING. HOW COULD ANYONE?	United States	Registration No. 3,652,426	Registered 7/7/09	Pending
URBAN DEFENSE	Argentina	Registration No. 1885451	Registered 9/16/02	Renewal due 9/16/12
URBAN DECAY	Australia	Registration No. 711336	Registered 7/25/97	Renewal due 6/24/16
URBAN DEFENSE	Australia	Registration No. 866977	Registered 2/20/01	Renewal due 2/20/11
URBAN DECAY	Bahrain	Registration No. 47461	Registered 8/18/08	Renewal due 4/2/16
URBAN DECAY	Bahrain	Registration No. 47462	Registered 8/18/08	Renewal due 4/2/16
URBAN DECAY	Bahrain	Registration No. 47463	Registered 8/18/08	Renewal due 4/2/16
URBAN DECAY	Bahrain	Registration No. 47464	Registered 8/18/08	Renewal due 4/2/16
URBAN DECAY	Benelux	Registration No. 611252	Registered 7/12/96	Renewal due 7/12/16
URBAN DEFENSE	Benelux	Registration No. 702789	Registered 7/23/01	Renewal due 7/23/11
URBAN DECAY	Brazil	Registration No. 823724158	Registered 12/12/06	Renewal due 12/12/16
URBAN DEFENSE	Brazil	Registration No. 823724166	Registered 12/12/06	Renewal due 12/12/16
BEAUTY WITH AN EDGE	Canada	Application No. 1410914	Filed 9/16/08	Pending
BIG FATTY	Canada	Application No. 1445700	Filed 7/22/09	Pending

DE-SLICK	Canada	Application No. 1449139	Filed 8/21/09	Pending
MIDNIGHT COWBOY	Canada	Application No. 1446904	Filed 7/22/09	Pending
POCKET ROCKET	Canada	Application No. 1445701	Filed 7/22/09	Pending
URBAN DECAY	Canada	Application No. 1396315	Filed 5/21/08	Pending
URBAN DECAY	Canada	Application No. 1432155	Filed 3/24/09	Pending
WE DON'T DO ANIMAL TESTING, HOW COULD ANYONE?	Canada	Application No. 1410911	Filed 9/16/08	Pending
URBAN DECAY	Chile	Registration No. 625534	Registered 3/25/02	Renewal due 3/25/12
URBAN DEFENSE	Chile	Registration No. 696508	Registered 7/1/04	Renewal due 7/1/14
24/7 CONCEALER	China	Application No. – awaiting number	Filed – awaiting date	Pending
24/7 GLIDE-ON	China	Application No. – awaiting number	Filed – awaiting date	Pending
AMMO	China	Application No. – awaiting number	Filed – awaiting date	Pending
BAKED	China	Application No. – awaiting number	Filed – awaiting date	Pending
BEAUTY WITH AN EDGE	China (Madrid App.)	Application No. A0016862	Filed 8/12/09	Pending
BIG FATTY	China (Madrid App.)	Application No. A0016906	Filed 8/12/09	Pending
BROW BOX	China	Application No. – awaiting number	Filed – awaiting date	Pending
DE-SLICK	China (Madrid App.)	Application No. – awaiting number	Filed – awaiting date	Pending
HEAVY METAL	China	Application No. – awaiting number	Filed – awaiting date	Pending

INK FOR EYES	China	Application No. – awaiting number	Filed – awaiting date	Pending
MIDNIGHT COWBOY	China	Application No. – awaiting number	Filed 8/19/09	Pending
ORIGINAL SIN	China	Application No. – awaiting number	Filed – awaiting date	Pending
POCKET ROCKET	China (Madrid App.)	Application No. A0016857	Filed 8/17/09	Pending
PRIMER POTION	China (Madrid App.)	Application No. – awaiting number	Filed – awaiting date	Pending
RAZOR SHARP	China	Application No. – awaiting number	Filed – awaiting date	Pending
SHADOWBOX	China	Application No. – awaiting number	Filed – awaiting date	Pending
SKYSCRAPER	China	Application No. – awaiting number	Filed – awaiting date	Pending
SURREAL	China	Application No. – awaiting number	Filed – awaiting date	Pending
URBAN DECAY	China	Application No. 7042143	Filed 11/6/08	Pending
URBAN DECAY DELUXE	China	Application No. – awaiting number	Filed – awaiting date	Pending
WE DON'T DO ANIMAL TESTING. HOW COULD ANYONE?	China (Madrid App.)	Application No. A0016863	Filed 8/12/09	Pending
URBAN DECAY	Colombia	Registration No. 249838	Registered 2/19/02	Renewal due 2/19/12
URBAN DEFENSE	Colombia	Registration No. 249839	Registered 2/19/02	Renewal due 2/19/12
URBAN DECAY	Cyprus	Registration No. 61201	Registered 9/21/01	Renewal due 9/21/22
URBAN DEFENSE	Cyprus	Registration No. 61202	Registered 9/21/01	Renewal due 9/21/22
URBAN DECAY	Egypt	Application No. 186387	Filed 4/23/06	Pending

URBAN DECAY	Egypt	Application No. 186388	Filed 4/23/06	Pending
URBAN DECAY	Egypt	Application No. 186385	Filed 4/23/06	Pending
URBAN DECAY	Egypt	Application No. 186390	Filed 4/23/06	Pending
BEAUTY WITH AN EDGE	European Union (Madrid App.)	Application No. A0016862	Filed 8/12/09	Pending
BIG FATTY	European Union (Madrid App.)	Application No. A0016906	Filed 8/12/09	Pending
MIDNIGHT COWBOY	European Union	Application No. 8492035	Filed 8/14/09	Pending
PEACE POWDERS	European Union	Registration No. 2352409	Registered 11/25/02	Renewal due 8/24/11
POCKET ROCKET	European Union (Madrid App.)	Application No. A0016857	Filed 8/12/09	Pending
SAVE THE DAY	European Union	Registration No. 2352383	Registered 11/25/02	Renewal due 8/24/11
SHADOW BOX	European Union	Registration No. 3748233	Registered 5/16/06	Renewal due 4/6/14
URBAN DECAY	European Union	Registration No. 2099968	Registered 7/18/02	Renewal due 2/22/11
URBAN DEFENSE	European Union	Registration No. 2091809	Registered 7/12/02	Renewal due 2/16/11
WE DON'T DO ANIMAL TESTING. HOW COULD ANYONE?	European Union (Madrid App.)	Application No. A0016863	Filed 8/12/09	Pending
URBAN DECAY	France	Registration No. 96644774	Filed 10/7/96 Renewed 9/12/06	Renewal due 10/7/16
URBAN DEFENSE	France	Registration No. 013112991	Registered 7/23/01	Renewal due 7/23/11
URBAN DECAY	Germany	Registration No.	Registered	Renewal due

		39627882	6/24/97	6/25/16
URBAN DEFENSE	Germany	Registration No. 30144095	Registered 9/5/02	Renewal due 7/23/11
URBAN DECAY	Greece	Registration No. 146863	Registered 2/18/03	Renewal due 8/17/11
URBAN DEFENSE	Greece	Registration No. 146862	Registered 2/18/03	Renewal due 8/17/11
URBAN DECAY	Hong Kong	Registration No. 10549/2002	Registered 3/28/01	Renewal due 3/28/18
URBAN DEFENSE	Hong Kong	Registration No. B15705/2002	Registered 3/19/01	Renewal due 3/19/18
URBAN DECAY	India	Registration No. 994508	Registered 5/13/04	Renewal due 3/5/11
URBAN DEFENSE	India	Registration No. 994509	Registered 5/13/04	Renewal due 3/5/11
URBAN DECAY	Iran	Registration No. 137025	Registered 11/5/06	Renewal due 1/31/16
URBAN DECAY	Iraq	Registration No. 48779	Registered 11/19/08	Renewal due 1/17/16
URBAN DECAY	Israel	Registration No. 147136	Registered 3/4/02	Renewal due 3/1/22
URBAN DEFENSE	Israel	Registration No. 147135	Registered 3/4/02	Renewal due 3/1/22
URBAN DECAY	Italy	Renewal App. No. RM2006C003801 (Former Reg. No. 757672)	Registered 8/31/98	Renewal due 7/4/16
URBAN DEFENSE	Italy	Registration No. 985141	Registered 11/25/05	Renewal due 8/3/11
PALM PALETTE	Japan	Registration No. 4606623	Registered 9/20/02	Renewal due 9/20/12
PEACE POWDERS	Japan	Registration No. 4602305	Registered 9/6/02	Renewal due 9/6/12
SAVE THE DAY	Japan	Registration No. 4602306	Registered 9/6/02	Renewal due 9/6/12
SHADOW BOX	Japan	Registration No.	Registered	Renewal due

		4801425	9/10/04	9/10/14
SUPER PLUMP LIPSTICK	Japan	Registration No. 4602307	Registered 9/6/02`	Renewal due 9/6/12
URBAN DECAY	Japan	Registration No. 4110382	Registered 2/6/98	Renewal due 2/6/18
URBAN DECAY	Jordan	Registration No. 85155	Registered 12/17/06	Renewal due 3/28/16
URBAN DECAY	Jordan	Registration No. 85161	Registered 12/17/06	Renewal due 3/28/16
URBAN DECAY	Jordan	Registration No. 85165	Registered 12/17/06	Renewal due 3/28/16
URBAN DECAY	Jordan	Registration No. 85164	Registered 12/17/06	Renewal due 3/28/16
URBAN DECAY	South Korea	Registration No. 40-554387	Registered 7/23/03	Renewal due 7/23/13
URBAN DEFENSE	South Korea	Registration No. 40-554388	Registered 7/23/03	Renewal due 7/23/13
URBAN DECAY	Kuwait	Registration No. 66643	Registered 8/22/07	Renewal due 7/28/16
URBAN DECAY	Kuwait	Registration No. 66644	Registered 8/22/07	Renewal due 7/28/16
URBAN DECAY	Kuwait	Registration No. 66645	Registered 8/22/07	Renewal due 7/28/16
URBAN DECAY	Kuwait	Registration No. 66646	Registered 3/12/07	Renewal due 7/28/16
URBAN DECAY	Lebanon	Registration No. 97961	Registered 5/17/04	Renewal due 5/17/19
URBAN DECAY	Malaysia	Registration No. 4003892	Registered 11/22/06	Renewal due 3/26/14
URBAN DECAY	Malaysia	Registration No. 4003891	Registered 9/25/06	Renewal due 3/26/14
URBAN DECAY	Malaysia	Application No. 2004/03890	Filed 3/26/04	Pending
URBAN DECAY	Malaysia	Registration No. 4003889	Registered 11/18/08	Renewal due 3/26/14
URBAN DECAY	Mexico	Application No. 1024080	Filed 7/31/09	Pending

URBAN DEFENSE	Mexico	Registration No. 705092	Registered 6/28/01	Renewal due 5/14/11
URBAN DECAY	Morocco	Registration No. 91818	Registered 5/11/04	Renewal due 5/11/24
URBAN DECAY	New Zealand	Registration No. 633083	Registered 8/30/01	Renewal due 2/27/18
URBAN DEFENSE	New Zealand	Registration No. 633084	Registered 8/30/01	Renewal due 2/27/18
URBAN DECAY	Norway	Registration No. 210898	Registered 10/4/01	Renewal due 10/4/11
URBAN DEFENSE	Norway	Registration No. 210897	Registered 10/4/01	Renewal due 10/4/11
URBAN DECAY	Oman	Application No. 38840	Filed 1/29/06	Pending
URBAN DECAY	Oman	Application No. 38841	Filed 1/29/06	Pending
URBAN DECAY	Oman	Application No. 38842	Filed 1/29/06	Pending
URBAN DECAY	Oman	Application No. 38843	Filed 1/29/06	Pending
URBAN DECAY	Peru	Registration No. 114543	Registered 2/28/06	Renewal due 2/28/16
URBAN DEFENSE	Peru	Registration No. 114544	Registered 2/28/06	Renewal due 2/28/16
URBAN DECAY	Philippines	Registration No. 4-2008-001781	Registered 8/11/08	Renewal due 8/11/18
URBAN DEFENSE	Philippines	Registration No. 4-2008-001780	Registered 8/11/08	Renewal due 8/11/18
URBAN DECAY	Poland	Registration No. R-156250	Registered 3/21/05	Renewal due 3/5/11
URBAN DEFENSE	Poland	Registration No. R-156251	Registered 3/21/05	Renewal due 3/5/11
URBAN DECAY	Qatar	Registration No. 32574	Registered 3/18/08	Renewal due 5/25/14
URBAN DECAY	Qatar	Registration No. 32575	Registered 3/18/08	Renewal due 5/25/14

URBAN DECAY	Qatar	Registration No. 32576	Registered 3/18/08	Renewal due 5/25/14
URBAN DECAY	Qatar	Registration No. 32577	Registered 3/18/08	Renewal due 5/25/14
URBAN DECAY	Russia	Registration No. 237380	Registered 2/3/03	Renewal due 8/24/11
URBAN DEFENSE	Russia	Registration No 227606	Registered 11/12/02	Renewal due 8/22/11
URBAN DECAY	Saudi Arabia	Registration No. 655/68	Registered 11/3/02	Renewal due 6/2/11
URBAN DECAY	Saudi Arabia	Registration No. 923/48	Registered 5/30/07	Renewal due 12/25/15
URBAN DECAY	Saudi Arabia	Registration No. 920/16	Registered 5/26/07	Renewal due 12/25/15
URBAN DECAY	Saudi Arabia	Registration No. 951/59	Registered 10/21/07	Renewal due 12/25/15
URBAN DEFENSE	Saudi Arabia	Registration No. 655/69	Registered 11/3/02	Renewal due 6/4/11
URBAN DECAY	Singapore	Registration No. T01/020562A	Registered 2/26/01	Renewal due 2/26/11
URBAN DEFENSE	Singapore	Registration No. T01/02561C	Registered 5/6/00	Renewal due 2/26/11
URBAN DECAY	South Africa	Registration No. 2001/05086	Registered 2/8/06	Renewal due 3/23/11
URBAN DEFENSE	South Africa	Registration No. 2001/05087	Filed 3/23/01	Renewal due 3/23/11
URBAN DECAY	Switzerland	Registration No. 490595	Registered 3/1/01	Renewal due 3/1/11
URBAN DEFENSE	Switzerland	Registration No. 490594	Registered 3/1/01	Renewal due 3/1/11
URBAN DECAY	Taiwan	Registration No. 988963	Registered 3/15/02	Renewal due 3/15/12
URBAN DEFENSE	Taiwan	Registration No. 993914	Registered 4/16/02	Renewal due 3/15/12
URBAN DECAY	Tangiers	Registration No. 31292	Registered 5/11/04	Renewal due 5/11/24

URBAN DECAY	Thailand	Registration No. Kor226533	Registered 9/26/05	Renewal due 7/7/14
URBAN DECAY	Thailand	Registration No. Kor215827	Registered 3/24/05	Renewal due 7/7/14
URBAN DECAY	Thailand	Registration No. Kor215828	Registered 3/24/05	Renewal due 7/7/14
URBAN DECAY	Thailand	Registration No. Kor215829	Registered 3/24/05	Renewal due 7/7/14
URBAN DECAY	Tunisia	Registration No. EE04.1043	Registered 9/12/05	Renewal due 5/13/14
URBAN DECAY	Turkey	Registration No. 2001005144	Registered 3/22/01	Renewal due 3/22/11
URBAN DEFENSE	Turkey	Registration No. 2001005145	Registered 3/22/01	Renewal due 3/22/11
URBAN DECAY	United Arab Emirates	Registration No. 52672	Registered 5/8/05	Renewal due 4/6/14
URBAN DECAY	United Arab Emirates	Registration No. 52671	Registered 5/8/05	Renewal due 4/6/14
URBAN DECAY	United Arab Emirates	Registration No. 52670	Registered 5/8/05	Renewal due 4/6/14
URBAN DECAY	United Arab Emirates	Registration No. 52669	Registered 5/8/05	Renewal due 4/6/14
URBAN DECAY (Stylized) (Series Mark)	United Kingdom	Registration No. 2101245	Registered 02/21/97	Renewal due 5/28/16
URBAN DEFENCE	United Kingdom	Registration No. 2241242	Registered 1/5/01	Renewal due 8/2/10
URBAN DEFENSE	United Kingdom	Registration No. 2275925	Registered 8/9/02	Renewal due 7/23/11
URBAN DECAY COSMETICS & Star Design	Uruguay	Registration No. 330764	Registered 10/9/01	Renewal due 10/9/11
URBAN DEFENSE	Uruguay	Registration No. 330763	Registered 2/6/02	Renewal due 2/6/12
URBAN DECAY	Venezuela	Application No. 23447/2000	Filed 12/19/00	Pending
URBAN DECAY	Venezuela	Application No.	Filed 4/2/01	Pending

5402/2001

URBAN DEFENSE	Venezuela	Application No. 3989/2001	Filed 3/8/01	Pending
URBAN DECAY	Yemen	Registration No. 29066	Registered 1/17/07	Renewal due 4/16/16
URBAN DECAY	Yemen	Registration No. 29067	Registered 1/17/07	Renewal due 4/16/16
URBAN DECAY	Yemen	Registration No. 29068	Registered 1/17/07	Renewal due 4/16/16
URBAN DECAY	Yemen	Registration No. 29069	Registered 1/17/07	Renewal due 4/16/16

While the following registered trademarks or trademark applications are listed as being owned by the Company by the United States Patent and Trademark Office, the Company has (i) either abandoned such applications and has no intention of maintaining such applications or (ii) is of the position that Hard Candy LLC is the proper owner of such registered trademarks or trademark applications and that the Company has no ownership rights whatsoever in any of such registered trademarks or trademark applications.

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expiration Date or Status</u>
SUPER SHINE GLOSS	United States	Registration No. 3,279,831	Registered 8/14/07	Declaration of Use due 8/14/13 Renewal due 8/14/17
URBAN DECAY INK FOR EYES	United States	Application No. 77/712,472	Filed 4/13/09	Pending
PALM PALETTE	United States	Application No. 77/545,113	Filed 8/12/08	Pending
HALL OF FAME	United States	Application No. 77/712,478	Filed 4/13/09	Pending
STONED POISON RING	United States	Application No. 77/478,966	Filed 5/20/08	Abandoned
S&M	United States	Application No. 77/504,485	Filed 6/20/08	Pending
GUNMETAL EYESHADOW	United States	Application No. 77/504,476	Filed 6/20/08	Abandoned

LOVE CHILD	United States	Application No. 77/441,825	Filed 4/7/08	Pending
GLOW TO GO	United States	Application No. 77/315,854	Filed 10/29/07	Pending
SLEEPOVER MASCARA	United States	Application No. 77/315,830	Filed 10/29/07	Pending
GALOSHES FOR LASHES	United States	Application No. 77/279,191	Filed 9/13/07	Pending
SLEEPOVER EYE COLOR	United States	Application No. 77/279,187	Filed 9/13/07	Pending
SLEEPOVER LIP COLOR	United States	Application No. 77/279,179	Filed 9/13/07	Pending
URBAN DECAY LIP LINGERIE	United States	Application No. 77/279,184	Filed 9/13/07	Pending
LINGERIE FOR LASHES	United States	Application No. 77/279,177	Filed 9/13/07	Pending
24-7 GLIDE-ON LIP PENCIL	United States	Application No. 77/660,987	Filed 2/2/09	Pending
SO CAL GLOW	United States	Registration No. 3,395,404	Registered 3/11/08	Declaration of Use due 3/11/14 Renewal due 3/11/18
BE SWEET. BE SEEN.	United States	76/600,918	Filed 7/2/04	Pending
LIP SORBET	United States	Registration No. 3,555,646	Registered 1/6/09	Declaration of Use due 1/6/15 Renewal due 1/6/19
LOVE CHILD	United States	Registration No. 2,513,623	Registered 12/4/01	Renewal due 12/4/11
SKY	United States	Registration No. 2,059,342	Registered 5/6/97 Renewed 9/11/06	Renewal due 5/6/17

TRAILER TRASH	United States	Registration No. 2,057,403	Registered 4/29/97	Renewal due 4/29/17
			Renewed 4/17/07	

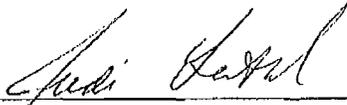
SCHEDULE B
LICENSES AND LICENSE RIGHTS

1. The Company may license (non-exclusively) characters from the motion picture ALICE IN WONDERLAND, pursuant to that certain Consumer Products license agreement, by and between Disney Consumer Products, Inc., as licensor, with its principal place of business at 500 South Buena Vista Street, Burbank, CA 91521 and Urban Decay Cosmetics LLC, as licensee, dated May 1, 2009. The license covers only such characters and depictions of such characters as may be designated by Disney Consumer Products, Inc. This agreement is personal to the Company and is non-assignable.

CORPORATE ACKNOWLEDGMENT

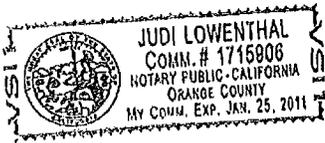
UNITED STATES OF AMERICA :
STATE OF ~~NEW YORK~~ CALIFORNIA : SS
COUNTY OF ~~NEW YORK~~ ORANGE :

On this 15th of October, 2009, before me personally appeared LARRY D. THOMPSON to me known and being duly sworn, deposes and says that s/he is the CEO of Urban Decay Cosmetics LLC, the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires: 1/25/2011

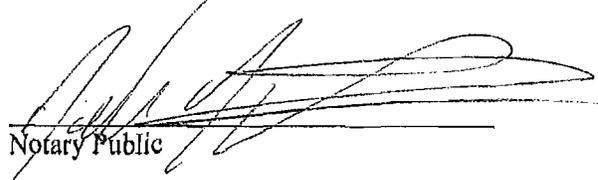


Borrower Notary Page to Patents, Trademarks and Copyrights Security Agreement

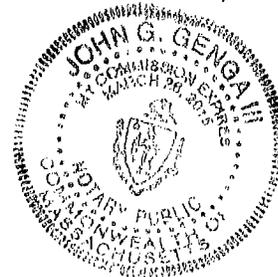
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF MASS : SS
COUNTY OF SUFFOLK :

On this 16 day of October, 2009, before me personally appeared Stephen P. Kanarian to me known and being duly sworn, deposes and says that he is a Senior Vice President of PNC Bank, National Association, the Agent described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


Notary Public

My Commission Expires: 3/26/15



Lender Notary Page to Patents, Trademarks and Copyrights Security Agreement

EXHIBIT 1

PATENTS, TRADEMARKS, AND COPYRIGHTS ASSIGNMENT
(Trademarks)

WHEREAS, Urban Decay Cosmetics LLC, a Delaware limited liability company (“Grantor”) is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, and Copyrights Assignment to be executed as of the ___ day of _____, 2009.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ____ day of _____, 2009, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Urban Decay Cosmetics LLC, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT 2

PATENTS, TRADEMARKS, AND COPYRIGHTS ASSIGNMENT
(Patents)

WHEREAS, Urban Decay Cosmetics LLC, a Delaware limited liability company (“Grantor”) is the registered owner of the United States patents, patent rights, and patent applications listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____, 2009.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 2

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ____ day of _____, 2009, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Urban Decay Cosmetics LLC, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT 3

PATENTS, TRADEMARKS, AND COPYRIGHTS ASSIGNMENT
(Copyrights)

WHEREAS, Urban Decay Cosmetics LLC, a Delaware limited liability company (“Grantor”) is the registered owner of the United States copyrights, and copyright applications listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Copyright Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____, 2009.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 3

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ____ day of _____, 2009, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Urban Decay Cosmetics LLC, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

Urban Decay Cosmetics LLC, a Delaware limited liability company ("Grantor"), hereby authorizes PNC Bank, National Association, its successors and assigns, and any officer, employee, attorney or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under that certain Patents, Trademarks, and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be from time to time amended, modified, restated, supplemented or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement), to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise, sell transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement (including any restrictions therein with respect to Licenses and License Rights).

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Revolving Credit and Security Agreement dated as of October 16, 2009 by and among Grantor, those financial institutions now or hereafter identified as Lenders thereunder and Grantee, acting as agent for the benefit of the Lenders, as it may hereafter be from time to time amended, modified, restated, supplemented or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

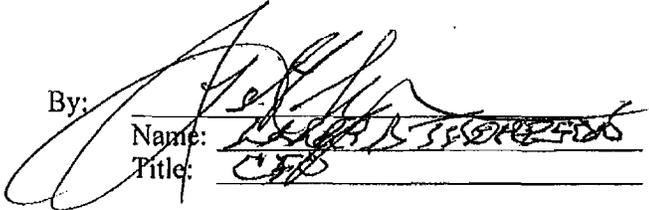
This Power of Attorney shall be irrevocable for the life of the Agreement.

[SIGNATURE ON FOLLOWING PAGE]

Signature Page to Power of Attorney for Patents, Trademarks and Copyrights Security Agreement

15 IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this day of October, 2009.

URBAN DECAY COSMETICS LLC

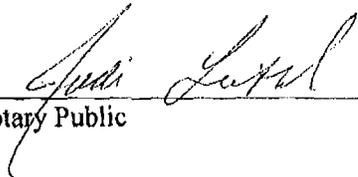
By: 
Name: LEAH S. STONE
Title: CEO

Signature Page to Power of Attorney for Patents, Trademarks and Copyrights Security Agreement

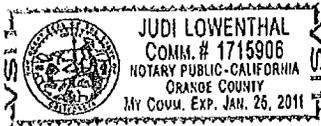
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF ~~NEW YORK~~ CALIFORNIA : SS
COUNTY OF ~~NEW YORK~~ ORANGE :

On this 15th of October, 2009, before me personally appeared LARRY D. THOMPSON, to me known and being duly sworn, deposes and says that s/he is the CEO of Urban Decay Cosmetics LLC, the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public



My Commission Expires: 1/25/2011

Notary Page to Power of Attorney for Patents, Trademarks and Copyrights Security Agreement