

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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2836791	BARRIER SHIELD
Registration Number:	2784588	BODY SHIELD
Registration Number:	2670045	DIABETIC BASICS
Registration Number:	2106476	DR. G'S
Registration Number:	2243644	HANDCLENS
Registration Number:	2242115	
Registration Number:	2302840	PEACHY CLEAN
Serial Number:	77562771	PROXYCLENS
Registration Number:	2563057	SIMPLE AS ABC-ALWAYS BE CLEAN

OP \$315.00 2836791

900155210

**TRADEMARK
 REEL: 004152 FRAME: 0510**

Registration Number:	2474520	SPA SOAK
Registration Number:	2106477	WOODWARD LABORATORIES
Registration Number:	2148199	WOODWARD'S MYCOCIDE

CORRESPONDENCE DATA

Fax Number: (615)244-6804
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 615-850-8741
Email: rfelber@wallerlaw.com
Correspondent Name: Robert P. Felber, Jr.
Address Line 1: 511 Union Street
Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	025310.00696 PWC-2DSECINT
NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/Robert P. Felber, Jr./
Date:	02/19/2010

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

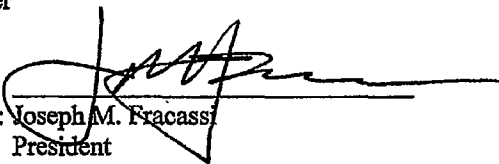
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Investment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

[SIGNATURE PAGE FOLLOWS]

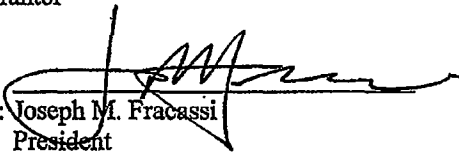
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

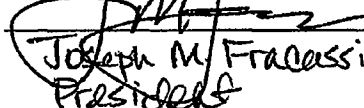
PACIFIC WORLD CORPORATION,
a California corporation,
as the Company immediately after giving effect to the
Merger

By: 
Name: Joseph M. Fracassi
Title: President

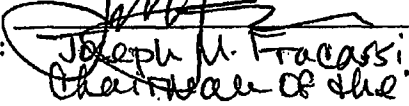
PWC HOLDING CORPORATION,
a Delaware corporation,
as a Grantor

By: 
Name: Joseph M. Fracassi
Title: President

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

By: 
Name: Joseph M. Fracassi
Title: President

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

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

ACCEPTED AND ACKNOWLEDGED BY:

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

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

By: _____

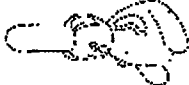

Steven E. Hartman
Vice President

SCHEDULE I
TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number	Status	Goods Services

613757.1


TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
	USA	75734,384	2389640
BEST NAILS NEXT TO YOUR OWN	USA	741272,537	1748047

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
BODY BY BETTE	USA	77455,990	
BODY BY BRIGITTE	USA	77523,386	
BOND ENHANCER WIPE	USA	78162,809	2944822
CALIFORNIA GIRL	USA	76154,073	2917636
COLORREADY	USA	74604,463	1943898
COMPLETELY FRENCH	USA	75564,320	2322497
COSMEDIC	USA	76432,438	2818905
COUTURE	USA	77605,519	
CRYSTAL ART TATTOOS	USA	76154,072	2622434

TRADEMARKS

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

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
FINGRS	USA	78/582,991	3067954
FINGRS	USA	73/519,787	1383876
FINGRS EDGE	USA	77/153,431	3370119
FIX-A-NAIL	USA	75/401,191	2233099
FRENCH FINISH	USA	77/484,813	3,542,267
GIRLIE NAILS	USA	77/060,655	3264223
GLAM NAILS	USA	78/389,811	3143002
HANDCEUTICALS	USA	78/969,883	

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
HANDTHROPOLOGY	USA	77098,069	
HARD & HEALTHY	USA	78179,200	2811854
HARDCORE NAIL ADDICT	USA	77272,482	3,551,220
HOLLYWOOD MANI	USA	78711,741	

TRADEMARKS

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

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
LONG & HEALTHY	USA	78/217,196	2828642
LOOKS LIKE YOUR OWN ONLY BETTER	USA	77/601,961	
MAX-STRENGTH	USA	77/215,392	
MAX-STRENGTHENER	USA	77/227,299	
MAXI-BOND	USA	78/162,810	2812904
MAXIMUM SPEED	USA	78/144,931	2870459
MODEL PERFECTE	USA	77/564,102	

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
MODEL RESULTS	USA	77/485,987	
NAIL COUTURE	USA	77/190,752	3517382
NAIL JUICE	USA	77/353,945	
NAIL MEDX	USA	75/545,127	2476179
NAILCEUTICALS	USA	78/885,716 ⁽⁴⁾	
NAILENE	USA	73/531,448	1383877

TRADEMARKS

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

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
PERFECT FIT	USA	78/144,925	2851906
PERFECT PEDICURE	USA	78/357,692	3151611
PERFECT TOES	USA	78/284,498	2869659
PERFECTIST	USA	77/545,840	
PERFECTOUCH	USA	74/231,202	1825705
PERSONAL FIT	USA	78/152,656	2861352
POP HOP	USA	76/401,753	2787338
PROFESSIONAL SOLUTIONS	USA	74/596,844	2203049
PURE MATCH	USA	78/768,201	3248589
QUICK CREATIONS	USA	78/152,646	2856813
QUICK FRENCH	USA	76/236,928	2753806

TRADEMARKS

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

TRADEMARKS

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

TRADEMARKS

Trademark Name	Jurisdiction	Application Number	Registration Number
ULTRA QUICK	USA	77623,571	
ULTRA STAY	USA	77462,867	
ULTRABOND PRIMER	USA	78273,279	2902471
VIRTUALLY YOURS	USA	77610,724	