

06-16-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103599801

SET
Y

To the Director of the U. S. Patent

... documents or the new address(es) below.

1. Name of conveying party(ies):

Makeover Solutions, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) April 1, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

- ☐ Yes
☒ No

Additional names, addresses, or citizenship attached?

Name: RBC Bank (USA)

Internal

Address: Lending Service Center

Street Address: 134 N. Church Street

City: Rocky Mount

State: North Carolina

Country: USA Zip: 27804

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship North Carolina
☐ Other _____ Citizenship _____

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)

77/736,328
77/810,594

B. Trademark Registration No.(s)

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: Poyner Spruill LLP

Internal Address: Brian F. Corbett

Street Address: 301 Fayetteville Street, Suite 1900

City: Raleigh

State: North Carolina Zip: 27601

Phone Number: 919-783-6400

Fax Number: 919-783-1075

Email Address: bcorbett@poynerspruill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name 00000014 77736328

9. Signature:

Signature

Brian F. Corbett

Name of Person Signing

01 FC:8521
02 FC:8522

June 8, 2010

Date

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

7

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

RBC Bank**Intellectual Property Security Agreement
(SD-L&S)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into, as of April 1, 2010, by **MAKEOVER SOLUTIONS, INC.**, a Delaware corporation ("Borrower"), with a mailing address of 35 West 31st Street, 4th Floor, New York, New York 10001, to **RBC BANK (USA)**, a North Carolina banking corporation ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802.

RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Loan and Security Agreement dated July 18, 2008 by and between Bank and Borrower, as modified by that certain Modification Agreement dated of even date herewith (as the same may be further amended, modified, extended, renewed, replaced and supplemented from time to time, collectively, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof..

2. **Rights and Remedies; Exercise.** This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. **Term.** The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous

with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Borrower has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Bank written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Borrower agrees that the Bank's use of the Intellectual Property as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its reasonable discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of such designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank reasonably may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's reasonable discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property. Borrower further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

Borrower has caused this Intellectual Property Security Agreement to be executed under SEAL with authority duly obtained, as of the date first written above.

BORROWER:

MAKEOVER SOLUTIONS, INC.,
a Delaware corporation

By: [Signature] (SEAL)
Print Name: Steven Elkes
Title: President

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Steven Elkes, as President of Makeover Solutions, Inc.

Date: 6/7/10

Official Signature of Notary: [Signature]

Notary's Printed or Typed Name: Jasmine Diaz, Notary Public

My Commission Expires: 3/14/13

(Official Seal)

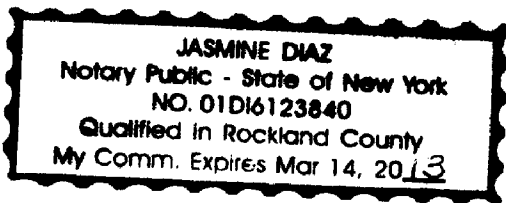


EXHIBIT A

COPYRIGHTS

| <u>Description</u> | Registration <u>Number</u> | Registration <u>Date</u> |
|--------------------|---------------------------------------|-------------------------------------|
| None. | N/A | N/A |

EXHIBIT B**PATENTS**

| <u>Patent Application</u> | <u>Country</u> | <u>Filing Date</u> | <u>App. No.</u> | <u>Status</u> |
|---|-----------------------|---------------------------|------------------------|---|
| <u>Provisional</u> -Method And System For Applying Cosmetic And/Or Accessorial Enhancements To Digital Images | United States | 7/13/2009 | 61/225,052 | Foreign filings and non- provisional filings due 7/13/2010. |

**Copyright Registrations and
Applications**

Neither the Company nor AIM
holds any copyright applications
or registrations.

EXHIBIT C

TRADEMARKS

| <u>Trademark</u> | <u>Countr y</u> | <u>Filing Date</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Class</u> | <u>Status</u> |
|----------------------|---------------------|------------------------|-----------------|---------------------|----------------------|---|---|
| BEAUTY BLOGGERATI | United States | 5/13/2009 | 77/736,328 | N/A | N/A | 44 - providing online news and information regarding personal appearance improvement | Approved for publication; awaiting notice. |
| BEAUTY CRAWL | United States | 8/21/2009 | 77/810,594 | N/A | N/A | 44 - Providing information about beauty and fashion trends, products and services obtained through visits to beauty and fashion destinations such as boutiques, spas, outlets, salons, studios and other beauty care and fashion outlets, to observe and report on latest trends, products and services; Providing a searchable directory of beauty care and fashion information; On- line journals, namely, blogs, video journals, broadcast journals and other editorial outlets featuring beauty and fashion trends | Priority office action mailed 12/1/09; response due 6/1/2010. |