

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
TARTE, INC.		04/15/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD, M/C 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85147744	MULTIPLEYE
Serial Number:	85147743	TARTE HIGH-PERFORMANCE NATURALS
Serial Number:	85147739	TARTE RISE & SHINE
Serial Number:	78334445	SMOOTH OPERATOR
Serial Number:	78308578	THURSDAY
Serial Number:	78308557	WEDNESDAY
Serial Number:	78308537	MONDAY
Serial Number:	77883425	HIGH-PERFORMANCE NATURALS
Serial Number:	77832230	FLUSH
Serial Number:	77833296	MULTIPLEYE NATURAL LASH
Serial Number:	77940218	LIPSURGENCE
Serial Number:	77832405	LASH COUTURE
Serial Number:	77583042	GREEN GLAMOUR
Serial Number:	77583001	POLYFLEX

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Serial Number:	77582986	WRINKLE REWIND
Serial Number:	77582940	SKINVIGORATING
Serial Number:	77322824	T5 SUPER FRUIT COMPLEX
Serial Number:	77251178	EMPHASEYES
Serial Number:	77149723	NO MIRROR MAKEUP!
Serial Number:	76086930	TARTE

CORRESPONDENCE DATA

Fax Number: (858)638-5016
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8586771416
Email: lisa.ortiz@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-000503
NAME OF SUBMITTER:	TROY ZANDER
Signature:	/S/ TROY ZANDER
Date:	04/21/2011

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 15, 2011 by and between COMERICA BANK ("Bank") and TARTE, INC., a New York corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds 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.

This security interest is granted in conjunction with 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 set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all valid applications and registrations filed by Grantor with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

53 West 36th Street, Suite 902
New York, NY 10018

Attn: General Manager

GRANTOR:

TARTE, INC.

By: 

Title: GM

Address of Bank:

39200 Six Mile Road, MIC 7578
Livonia, Michigan 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: 

Title: Corporate Banking Officer

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EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
1. MULTIPLEYE	85147744	10/7/10
2. TARTE HIGH-PERFORMANCE NATURALS	85147743	10/7/10
3. TARTE RISE & SHINE	85147739	10/7/10
4. SMOOTH OPERATOR	78334445	12/1/03
5. THURSDAY	78308578	10/2/03
6. WEDNESDAY	78308557	10/2/03
7. MONDAY	78308537	10/2/03
8. HIGH-PERFORMANCE NATURALS	77883425	12/1/09
9. FLUSH	77832230	9/22/09
10. MULTIPLEYE NATURAL LASH	77833296	9/23/09
11. LIPSURGENCE	77940218	2/19/10
12. LASH COUTURE	77832405	9/22/09
13. GREEN GLAMOUR	77583042	10/1/08
14. POLYFLEX	77583001	10/1/08
15. WRINKLE REWIND	77582986	10/1/08
16. SKINVIGORATING	77582940	10/1/08
17. T5 SUPER FRUIT COMPLEX	77322824	11/6/07
18. EMPHASEYES	77251178	8/9/07
19. NO MIRROR MAKEUP!	77149723	4/5/07
20. TARTE	76086930	7/12/00

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