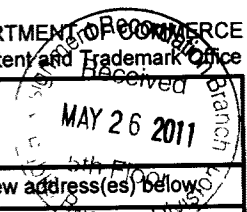


05/27/2011

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



103625809



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):

BLUEMERCURY, INC.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) MAY 6, 2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal

Address: ATTN: Sari Janeen Garrick

Street Address: 340 MADISON AVENUE, 11TH FLOOR

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10173

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: NATIONAL BANK Citizenship: USA

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)

3,061,805 and 2,435,839

Additional sheet(s) attached? Yes No

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

Mark: Bluemercury, Registration No. 3, 061,805 filed 2/28/06; Mark: Bluemercury, Registration No. 2,435,839 filed 3/13/01

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

Name: MICHAEL J. CLAIN, ESO.

Internal Address: WINDELS MARX LANE & MITTENDORF, LLP

Street Address 156 WEST 56TH STREET

City: NEW YORK

State: NEW YORK Zip: 10019

Phone Number: 212 237 1000

Fax Number: 212 262 1215

Email Address: MCLAIN@WINDELSMARX.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 05/27/2011 HTON11 00000015 3061805

Authorized User Name 01 EC:4521 02 FC:852E 40.00 25.00

9. Signature:

Michael Clain
Signature

MAY 20, 2011
Date

MICHAEL J. CLAIN

Name of Person Signing

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

6

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

5-26-11

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Security Agreement**"), dated as of May 6, 2011, is made by Bluemercury, Inc. (the "**Grantor**") in favor of PNC Bank, National Association, as agent (in such capacity, the "**Agent**") for the lenders under the Credit Agreement referred to below (the "**Lenders**").

Grantor has entered into a Revolving Credit and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), with the Agent, the subsidiaries of the Grantor that may from time to time become parties thereto as borrowers, and the Lenders.

Under the terms of the Credit Agreement, the Grantor has granted to the Agent, for its benefit and the benefit of the Lenders, a security interest in, among other property, certain trademarks of the Grantor, and has agreed to execute and deliver this Security Agreement, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security. Grantor hereby grants to the Agent for its benefit and the benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in and to the following (the "**IP Collateral**"):

Section 1.01 the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

Section 1.02 all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

Section 1.03 any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

Section 1.04 any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Security Agreement upon request by the Agent.
3. Loan Documents. This Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this Security Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts. This Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by telecopy or other electronic (i.e., "e-mail") transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.
5. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

[signature page to Trademark Security Agreement]

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

BLUEMERCURY, INC.

By 

Name: Barry Jon Beck

Title: President

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL
ASSOCIATION,
as Agent

By _____

Name:

Title:

[signature page to Trademark Security Agreement]

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

BLUEMERCURY, INC.

By _____

Name:

Title:

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL
ASSOCIATION,

as Agent

By Basem PL

Name: *Basem Pharaon*

Title: *VP*

SCHEDULE I

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>
Bluemercury	3,061,805	2/28/06
Bluemercury	2,435,839	3/13/01