

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment To Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pacific World Corporation		10/31/2011	CORPORATION: CALIFORNIA
PWC Holding Corporation		10/31/2011	CORPORATION: DELAWARE
Pacific World Puerto Rico		10/31/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Levine Leichtman Capital Partners IV, L.P.
<b>Street Address:</b>	335 North Maple Drive, Suite 240
<b>City:</b>	Beverly Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90210
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 84**

Property Type	Number	Word Mark
Serial Number:	85003608	NAILENE BEYOND REAL
Registration Number:	4032624	2 GO
Serial Number:	85114640	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114626	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114635	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114741	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114744	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114754	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85115024	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85115021	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85115017	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85115012	CELEBRATE YOUR NATURAL BEAUTY
Registration Number:	3987251	COMFORT FLEX

OP \$2115.00 85003608

Registration Number:	3628561	COUTURE
Registration Number:	3677603	EASY STICK
Serial Number:	85021387	GEO GIRL
Serial Number:	85021384	GEO GIRL
Serial Number:	85021385	GEO GIRL
Serial Number:	85021383	GEO GIRL
Serial Number:	85267430	GEOBOY
Serial Number:	85267438	GEOBOY
Serial Number:	85267446	GEOBOY
Serial Number:	85267452	GEOBOY
Serial Number:	85267456	GEOBOY
Serial Number:	85267470	GEOBOY
Registration Number:	3963721	GEOGIRL
Registration Number:	3959987	GEOGIRL
Serial Number:	85021381	GEOGIRL
Serial Number:	85031724	GEOGIRL
Serial Number:	85031725	GEOGIRL
Serial Number:	85076143	GEOGIRL
Serial Number:	85076140	GEOGIRL
Serial Number:	85076114	GEOGIRL
Serial Number:	85076126	GEOGIRL
Serial Number:	85076131	GEOGIRL
Serial Number:	85076135	GEOGIRL
Serial Number:	85149722	GEOGIRL
Serial Number:	85146834	GEOGIRL
Serial Number:	85109980	GEOGIRL
Serial Number:	85268376	GEOKIDS
Serial Number:	85268379	GEOKIDS
Serial Number:	85268380	GEOKIDS
Serial Number:	85268388	GEOKIDS
Serial Number:	85268389	GEOKIDS
Serial Number:	85268393	GEOKIDS
Serial Number:	85268398	GEOKIDS
Serial Number:	85268403	GEOKIDS
Serial Number:	85268405	GEOKIDS

	85237089	GG
Serial Number:	85237085	GG
Serial Number:	85231451	GG
Serial Number:	85231432	GG
Serial Number:	85231428	GG
Serial Number:	85231424	GG
Serial Number:	85231419	GG
Serial Number:	85231415	GG
Serial Number:	85231408	GG
Serial Number:	85231395	GG
Serial Number:	85231390	GG
Serial Number:	85231387	GG
Registration Number:	4016142	GG
Serial Number:	85165216	GG-GIVES
Serial Number:	85144009	GLOW AHEAD
Registration Number:	3976086	GLOW AHEAD
Registration Number:	3826549	HANDCEUTICALS
Serial Number:	85149733	HANDTHROPOLOGY
Serial Number:	85210572	LASH SECRETS
Serial Number:	85210571	LASH SECRETS
Serial Number:	77927386	LASH STUDIO
Registration Number:	3640817	LIGHT AS AIR
Registration Number:	3674390	LOOKS LIKE YOUR OWN ONLY BETTER
Registration Number:	3804841	MODEL RESULTS
Registration Number:	3841440	MYCOCIDE
Registration Number:	3837952	MYCOCIDE
Registration Number:	3797688	NAILCEUTICALS
Registration Number:	3747757	RUNWAY
Registration Number:	3818972	RUNWAY
Serial Number:	85333438	SENSATIONAIL
Registration Number:	3837965	SIMPLE AS... ALWAYS BE CLEAN HAND HYGIENE PROGRAM
Registration Number:	3837966	SIMPLE AS...ABC ALWAYS BE CLEAN HAND HYGIENE PROGRAM
Registration Number:	3580982	SO REAL

Registration Number:	3573380	TOTAL CARE
Registration Number:	3635297	ULTRA QUICK
Registration Number:	3677597	VIRTUALLY YOURS

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
Phone: 617-951-8132  
Email: linda.salera@bingham.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Linda A. Salera  
Address Line 1: 1 Federal Street  
Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	11/08/2011

**Total Attachments: 15**

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**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "Amendment") is dated as of October 31, 2011 and is made by each of the undersigned "Grantors" (the "Grantors") and Levine Leichtman Capital Partners IV, L.P., a Delaware limited partnership, as agent for itself and the Purchasers (in such capacity, the "Secured Party").

**WHEREAS**, certain of the Grantors entered into a Note Purchase Agreement dated as of February 6, 2009 (as heretofore amended, the "Existing Note Purchase Agreement"), by and among such Grantors, certain other affiliates of the Grantors, the Secured Party, and the purchasers party thereto and defined therein, pursuant to which such purchasers made certain financial accommodations to certain of the Grantors on the terms and subject to the conditions set forth therein;

**WHEREAS**, the Existing Note Purchase Agreement has been amended and restated in its entirety by the Amended and Restated Note Purchase Agreement, dated as of October 31, 2011 (the "Note Purchase Agreement"), by and among Pacific World Corporation, a California corporation (the "Company"), Web Acquisition Co., a Connecticut corporation and wholly-owned Subsidiary of the Company, The W.E. Bassett Company, a Connecticut corporation, certain other entities signatory thereto as a Company Party, the Secured Party, and certain purchasers party thereto from time to time;

**WHEREAS**, in connection with the Existing Note Purchase Agreement, the Grantors entered into (a) that certain Trademark Security Agreement dated as of February 6, 2009, among the undersigned Grantors and the Secured Party (the "Trademark Security Agreement") and (b) that certain Security Agreement dated as of February 6, 2009, among the undersigned Grantors, certain other grantors party thereto from time to time, and the Secured Party (the "Existing Security Agreement");

**WHEREAS**, the Existing Security Agreement has been amended and restated in its entirety by the Amended and Restated Security Agreement, dated as of October 31, 2011 (the "Security Agreement"), by and among the undersigned Grantors, certain other entities signatory thereto as a "Grantor" thereunder and the Secured Party;

**WHEREAS**, the Grantors desire to amend certain provisions of the Trademark Security Agreement and supplement Schedule I thereto as provided more fully herein;

**WHEREAS**, the Secured Party has agreed to amend such provisions as provided more fully herein;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings provided therefor in the Trademark Security Agreement.

**SECTION 2. Note Purchase Agreement and Security Agreement References.** The parties hereto acknowledge and agree that each reference to the Existing Note Purchase Agreement or the Existing Security Agreement, as the case may be, however so defined, in the Trademark Security Agreement includes the Existing Note Purchase Agreement as amended and restated pursuant to the Note Purchase Agreement and the Existing Security Agreement as amended and restated pursuant to the Security Agreement and agree that the Trademark Security Agreement shall be amended by (a) substituting a reference to the Note Purchase Agreement as herein defined in place of each reference to the Existing Note Purchase Agreement (whether referred to by the full name of the Existing Note Purchase Agreement or by any other name which refers thereto by definition); (b) substituting a reference to the Security Agreement as herein defined in place of each reference to the Existing Security Agreement (whether referred to by the full name of the Existing Security Agreement or by any other name which refers thereto by definition); and (c) substituting for the definition of each capitalized term defined by reference to the Existing Note Purchase Agreement or Existing Security Agreement, as the case may be, the definition of such capitalized term set forth in the Note Purchase Agreement or the Security Agreement, as the case may be.

**SECTION 3. Amendments to the Trademark Security Agreement.**

(a) The Trademark Security Agreement is hereby amended by inserting as a new Section 6 immediately after Section 5 contained therein, the following:

6. **SUBORDINATION.** Notwithstanding the date, time, method, manner, or order of grant, attachment, or perfection of the liens and security interests created by this Trademark Security Agreement, such liens and security interests shall be junior to all liens and security interests securing any "Senior Obligations" (as such term is defined in that certain Intercreditor and Subordination Agreement dated as of October 31, 2011 among Secured Party, in its capacity as Administrative Agent and Collateral Agent for certain persons, and Agent, as such agreement may be amended or otherwise modified from time to time).

(b) The Trademark Security Agreement is hereby further amended by adding to Schedule I attached thereto the information contained on Schedule I-A attached hereto. Schedule I-A is a true and complete list of all Trademarks and applications therefor against which the security interest in and Lien of the Secured Party have not been recorded with the United States Patent and Trademark Office (the "PTO") and are to be recorded with the PTO hereunder.

**SECTION 4. Continued Validity of Trademark Security Agreement.** Except as specifically amended by this Amendment, the Trademark Security Agreement shall remain in full force and effect. Each of the Grantors hereby acknowledges the provisions of this Amendment and hereby confirms that the Obligations are and remain secured pursuant to the Trademark Security Agreement (as amended hereby) and pursuant to all other instruments and documents executed and delivered by the Grantors as security for the Obligations. The Trademark Security Agreement and this Amendment shall be read and construed as a single agreement and each Grantor hereby agrees to be bound by the terms and conditions of the Trademark Security Agreement, as modified by this Amendment. All references in the

Trademark Security Agreement, any Investment Document or any related agreement or instrument shall hereafter refer to the Trademark Security Agreement as amended hereby.

**SECTION 5. Counterparts.** This Amendment 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 Amendment 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.

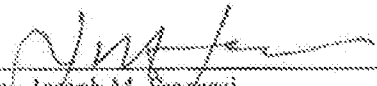
**SECTION 6. Authorization on Behalf of Senior Agent.** In its reasonable discretion, and at the reasonable expense of the undersigned Grantors, at any time, the Senior Agent shall be authorized to record this Amendment with the PTO, with respect to each trademark and trademark application then subject to the terms of the Trademark Security Agreement to the extent this Amendment has not already been filed with respect to such trademark or trademark application.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, each Grantor has caused this Amendment 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

By:   
Name: Joseph M. Fracassi  
Title: Chief Executive Officer

**PWC HOLDING CORPORATION,**  
a Delaware corporation

By:   
Name: Joseph M. Fracassi  
Title: Chief Executive Officer, President and  
Chairman of the Board

**PACIFIC WORLD PUERTO RICO,**  
a California corporation

By:   
Name: Joseph M. Fracassi  
Title: Chief Executive Officer



**SECURED PARTY:**

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

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

By: 

Name: Steven E. Hartman

Title: Vice President

Signature Page to Amendment to 2008 Trademark Security Agreement

**TRADEMARK**  
**REEL: 004656 FRAME: 0892**

SCHEDULE I-A

TO

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Trademarks of Pacific World Corporation

Trademark Name	Jurisdiction	Registration Number	Registration Date	Company Name
NAILENE BEYOND REAL	USA	Application No. 85003608	N/A	Pacific World Corporation
2 GO	USA	4032624	September 27, 2011	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85114640	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85114626	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85114635	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85114741	N/A	Pacific World Corporation

Trademark Name	Jurisdiction	Registration Number	Registration Date	Company Name
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85114744	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85114754	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85115024	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85115021	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85115017	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending – Application No. 85115012	N/A	Pacific World Corporation
COMFORT FLEX	USA	3987251	June 28, 2011	Pacific World Corporation
COUTURE	USA	3628561	May 26, 2009	Pacific World Corporation
EASY STICK	USA	3677603	September 1, 2009	Pacific World Corporation

Trademark Name	Jurisdiction	Registration Number	Registration Date	Company Name
GEO GIRL	USA	Pending – Application No. 85021387	N/A	Pacific World Corporation
GEO GIRL	USA	Pending – Application No. 85021384	N/A	Pacific World Corporation
GEO GIRL	USA	Pending – Application No. 85021385	N/A	Pacific World Corporation
GEO GIRL	USA	Pending – Application No. 85021383	N/A	Pacific World Corporation
GEOBOY	USA	Pending – Application No. 85267430	N/A	Pacific World Corporation
GEOBOY	USA	Pending – Application No. 85267438	N/A	Pacific World Corporation
GEOBOY	USA	Pending – Application No. 85267446	N/A	Pacific World Corporation
GEOBOY	USA	Pending – Application No. 85267452	N/A	Pacific World Corporation
GEOBOY	USA	Pending – Application No. 85267456	N/A	Pacific World Corporation

Trademark Name	Jurisdiction	Registration Number	Registration Date	Company Name
GEOBOY	USA	Pending – Application No. 85267470	N/A	Pacific World Corporation
GEOGIRL	USA	3963721	May 17, 2011	Pacific World Corporation
GEOGIRL	USA	3959987	May 10, 2011	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85021381	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85031724	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85031725	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85076143	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85076140	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85076114	N/A	Pacific World Corporation

Trademark Name	Jurisdiction	Registration Number	Registration Date	Company Name
GEOGIRL	USA	Pending – Application No. 85076126	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85076131	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85076135	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85149722	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85146834	N/A	Pacific World Corporation
GEOGIRL	USA	Pending – Application No. 85109980	N/A	Pacific World Corporation
GEOKIDS	USA	Pending – Application No. 85268376	N/A	Pacific World Corporation
GEOKIDS	USA	Pending – Application No. 85268379	N/A	Pacific World Corporation
GEOKIDS	USA	Pending – Application No. 85268380	N/A	Pacific World Corporation


Trademark Name	Jurisdiction	Registration Number	Registration Date	Company Name
GEEKIDS	USA	Pending – Application No. 85268388	N/A	Pacific World Corporation
GEEKIDS	USA	Pending – Application No. 85268389	N/A	Pacific World Corporation
GEEKIDS	USA	Pending – Application No. 85268393	N/A	Pacific World Corporation
GEEKIDS	USA	Pending – Application No. 85268398	N/A	Pacific World Corporation
GEEKIDS	USA	Pending – Application No. 85268403	N/A	Pacific World Corporation
GEEKIDS	USA	Pending – Application No. 85268405	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85237089	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85237085	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85231451	N/A	Pacific World Corporation

<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Company Name</b>
<b>gG</b>	USA	Pending – Application No. 85231432	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85231428	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85231424	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85231419	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85231415	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85231408	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85231395	N/A	Pacific World Corporation
<b>gG</b>	USA	Pending – Application No. 85231390	N/A	Pacific World Corporation



Trademark Name	Jurisdiction	Registration Number	Registration Date	Company Name
<b>gG</b>	USA	Pending – Application No. 85231387	N/A	Pacific World Corporation
<b>gG</b>	USA	4016142	August 23, 2011	Pacific World Corporation
GG-GIVES	USA	Pending – Application No. 85165216	N/A	Pacific World Corporation
GLOW AHEAD	USA	Pending – Application No. 85144009	N/A	Pacific World Corporation
GLOW AHEAD	USA	3976086	June 7, 2011	Pacific World Corporation
HANDCEUTICALS	USA	3826549	July 27, 2010	Pacific World Corporation
HANDTHROPOLOGY	USA	Pending – Application No. 85149733	N/A	Pacific World Corporation
LASH SECRETS	USA	Pending – Application No. 85210572	N/A	Pacific World Corporation
LASH SECRETS	USA	Pending – Application No. 85210571	N/A	Pacific World Corporation

Trademark Name	Jurisdiction	Registration Number	Registration Date	Company Name
LASH STUDIO	USA	Pending – Application No. 77927386	N/A	Pacific World Corporation
LIGHT AS AIR	USA	3640817	June 16, 2009	Pacific World Corporation
LOOKS LIKE YOUR OWN ONLY BETTER	USA	3674390	August 25, 2009	Pacific World Corporation
MODEL RESULTS	USA	3804841	June 15, 2010	Pacific World Corporation
MYCOCIDE	USA	3841440	August 31, 2010	Pacific World Corporation
MYCOCIDE	USA	3837952	August 24, 2010	Pacific World Corporation
NAILCEUTICALS	USA	3797688	June 1, 2010	Pacific World Corporation
RUNWAY	USA	3747757	February 9, 2010	Pacific World Corporation
RUNWAY	USA	3818972	July 13, 2010	Pacific World Corporation

Trademark Name	Jurisdiction	Registration Number	Registration Date	Company Name
SENSATIONAIL	USA	Pending – Application No. 85333438	N/A	Pacific World Corporation
	USA	3837965	August 24, 2010	Pacific World Corporation
SIMPLE AS...ABC ALWAYS BE CLEAN HAND HYGIENE PROGRAM	USA	3837966	August 24, 2010	Pacific World Corporation
SO REAL	USA	3580982	February 24, 2009	Pacific World Corporation
TOTAL CARE	USA	3573380	February 10, 2009	Pacific World Corporation
ULTRA QUICK	USA	3635297	June 9, 2009	Pacific World Corporation
VIRTUALLY YOURS	USA	3677597	September 1, 2009	Pacific World Corporation