

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.A. Cosmetics US, Inc.		12/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	One US Bank Plaza
Internal Address:	12th Floor, Mail Code SL-MO-T12M
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	78664823	E.L.F.
Serial Number:	78291835	E·L·F· EYES·LIPS·FACE
Serial Number:	77584559	SUGAR KISS
Serial Number:	85325813	E.L.F. EYES LIPS FACE

CORRESPONDENCE DATA	
Fax Number:	(314)667-3633
Phone:	314-552-6000
Email:	ipdocket@thompsoncoburn.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jennifer A. Visintine
Address Line 1:	One US Bank Plaza
Address Line 2:	Thompson Coburn LLP
Address Line 4:	St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Jennifer A. Visintine
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CH \$115.00 78664823

Signature:	/jennifer a. visintine/
Date:	12/20/2011
<p>Total Attachments: 35</p> <p>source=agreement#page1.tif source=agreement#page2.tif source=agreement#page3.tif source=agreement#page4.tif source=agreement#page5.tif source=agreement#page6.tif source=agreement#page7.tif source=agreement#page8.tif source=agreement#page9.tif source=agreement#page10.tif source=agreement#page11.tif source=agreement#page12.tif source=agreement#page13.tif source=agreement#page14.tif source=agreement#page15.tif source=agreement#page16.tif source=agreement#page17.tif source=agreement#page18.tif source=agreement#page19.tif source=agreement#page20.tif source=agreement#page21.tif source=agreement#page22.tif source=agreement#page23.tif source=agreement#page24.tif source=agreement#page25.tif source=agreement#page26.tif source=agreement#page27.tif source=agreement#page28.tif source=agreement#page29.tif source=agreement#page30.tif source=agreement#page31.tif source=agreement#page32.tif source=agreement#page33.tif source=agreement#page34.tif source=agreement#page35.tif</p>	

PATENT AND TRADEMARK SECURITY AGREEMENT

Reference is hereby made to that certain Loan Agreement dated as of December 14, 2011, by and among J.A. Cosmetics US, Inc., a Delaware corporation (the "Debtor"), the Lenders from time to time party thereto and U.S. Bank National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Patent and Trademark Security Agreement (this "Agreement") shall have the respective meanings ascribed to them in the Loan Agreement.

This Agreement is made as of the 14th day of December, 2011, by the Debtor in favor of the Administrative Agent for the benefit of the Senior Secured Creditors.

WITNESSETH:

WHEREAS, the Debtor and the Bank Group Parties are herewith entering into the Loan Agreement; and

WHEREAS, as a condition precedent to the Bank Group Parties entering into the Loan Agreement, the Bank Group Parties have required that the Debtor execute and deliver this Agreement to the Administrative Agent for the benefit of the Senior Secured Creditors; and

WHEREAS, in order to induce the Bank Group Parties to enter into the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Administrative Agent for the benefit of the Senior Secured Creditors; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Administrative Agent for the benefit of the Senior Secured Creditors pursuant to which the Debtor has granted to the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and lien on, among other things, all of the Debtor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Debtor and all cash and non-cash proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Administrative Agent as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future

infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to any Senior Secured Creditor evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Loan Document and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by any Senior Secured Creditor upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing any Senior Secured Creditor in connection with any proceedings by, against or involving the Debtor under any Debtor Relief Laws (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any "intent to use" trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement of use is filed and accepted).

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Administrative Agent, and covenants and agrees with the Administrative Agent, that:

(a) all of the Patents, registered Trademarks and applications for registration are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents and Trademarks is

valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all Liens (other than any Lien described under clauses (a), (e) or (p) of the definition of Permitted Liens set forth in Section 1.01 of the Loan Agreement), charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons;

(e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to assign ownership of, or grant any Liens on (other than Liens in favor of the Administrative Agent), any of the Patents and/or Trademarks during the term of this Agreement; and

(h) the Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents and/or Trademarks.

3. Inspection Rights: Product Quality. The Debtor will permit inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and inspection of the products and records relating thereto by any Senior Secured Creditor during normal business hours and at other reasonable times. The Debtor will reimburse each Senior Secured Creditor upon demand for all reasonable costs and expenses incurred by such Senior Secured Creditor in connection with any such inspection conducted by such Senior Secured Creditor while any Default or Event of Default under the Loan Agreement has occurred and is continuing. The Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Administrative Agent, upon the Administrative Agent's reasonable request from time to time, with a certificate of an officer of the Debtor certifying the Debtor's compliance with the foregoing.

4. Further Assurances. The Debtor hereby agrees that, unless and until (a) all of the Secured Obligations (other than contingent indemnity obligations) have been fully, finally and indefeasibly paid in cash, (b) no Senior Secured Creditor has any further commitment or obligation to advance funds, make loans, issue letters of credit and/or extend credit to or for the account or benefit of the Debtor under the Loan Agreement, any Note or any other Loan Document, (c) no Letters of Credit issued by the L/C Issuer for the account of and/or upon the application of the Debtor remain outstanding (unless cash collateralized at one hundred and five percent (105%) of the face amount of such Letters of Credit pursuant to documentation reasonably acceptable to the Administrative Agent), (d) no Swap Contracts between the Debtor and any Senior Secured Creditor remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Administrative Agent, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement, the Loan Agreement and/or any other Loan Document and the Debtor agrees that it will

not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Administrative Agent any and all further instruments and documents and take any and all further action that the Administrative Agent may request in good faith in order to perfect and protect the security interest granted by the Debtor to the Administrative Agent pursuant to this Agreement with respect to the Patents and Trademarks or to enable the Administrative Agent to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If (a) the Debtor (i) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Administrative Agent, (ii) obtains rights to any new Patents, registered Trademarks and/or applications to register Trademarks or (iii) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement or (b) a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to any "intent to use" trademark of the Debtor, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Administrative Agent written notice thereof as required by Section 5.01(a)(iii) of the Loan Agreement.

6. Modification by the Administrative Agent. The Debtor hereby irrevocably authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B, C, and/or D to include any future patents, patent applications, trademarks, trademark applications, service marks, service mark applications, service mark registrations and/or trade names covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable Law.

7. Use of Patents, Trademarks and Licenses. The Debtor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable law as enacted in any jurisdiction in which any of the Patents and/or Trademarks may be located and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with, in the case of Trademarks, the goodwill of the Debtor associated therewith), or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and reasonable attorney's fees and expenses), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the manner and order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to the Debtor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any Senior Secured Creditor and/or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. The Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the use by any Senior Secured Creditor of the Patents and/or Trademarks shall be worldwide, and without any liability for royalties or other related charges from any Senior Secured Creditor to the Debtor. If an

Event of Default under the Loan Agreement shall occur and be continuing, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if the Administrative Agent shall commence any such suit, the Debtor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights and remedies under this Agreement. All of the Administrative Agent's rights and remedies with respect to the Patents and/or Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) all of the Secured Obligations (other than contingent indemnity obligations) shall have been fully, finally and indefeasibly paid in cash, (b) no Senior Secured Creditor has any further commitment or obligation to advance funds, make loans, issue letters of credit and/or extend credit to or for the account or benefit of the Debtor under the Loan Agreement, any Note or any other Loan Document, (c) no Letters of Credit issued by the L/C Issuer for the account of and/or upon the application of the Debtor remain outstanding (unless cash collateralized at one hundred and five percent (105%) of the face amount of such Letters of Credit pursuant to documentation reasonably acceptable to the Administrative Agent), (d) no Swap Contracts between the Debtor and any Senior Secured Creditor remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and, upon the Debtor's written request, the Administrative Agent shall execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Administrative Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement. If claim is ever made on any Senior Secured Creditor for repayment or recovery of any amount or amounts received by any Senior Secured Creditor in payment or on account of any of the Secured Obligations (including payment under a guaranty or from application of collateral) and any Senior Secured Creditor repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over any Senior Secured Creditor or any Property of any Senior Secured Creditor or (b) any settlement or compromise of any such claim effected by any Senior Secured Creditor with any such claimant (including, without limitation, the Debtor), then and in such event the Debtor agrees that any such judgment, decree, order, settlement or compromise shall be binding on the Debtor, notwithstanding any cancellation of any note or other instrument or agreement evidencing such Secured Obligations or of this Agreement, and this Agreement shall continue to be effective or be reinstated, as the case may be, and shall secure the payment of the amount so repaid or recovered to the same extent as if such amount had never originally been received by any Senior Secured Creditor. This Agreement shall continue to be effective or be reinstated, as the case may be, if (a) at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Senior Secured Creditor upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment had not been made or (b) this Agreement is released in consideration of a payment of money or transfer of property or grant of a security interest by the Debtor or any other Person and such payment, transfer or grant is rescinded or must otherwise be returned by any Senior Secured Creditor upon the insolvency, bankruptcy or reorganization of such Person or otherwise, all as though such payment, transfer or grant had not been made.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation, negotiation, administration and/or enforcement of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with

protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Debtor on demand by the Administrative Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Floating Rate (which interest rate shall fluctuate as and when the Floating Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by the Debtor.

11. Preservation of Patents and Trademarks. The Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter and (b) to preserve and maintain all rights in the Patents and Trademarks, in each case as is commercially reasonable. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

12. Administrative Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer, employee or agent of the Administrative Agent as the Administrative Agent may select, in its sole discretion, as the Debtor's true and lawful agent and attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else. The Debtor hereby ratifies all that such agent or attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Debtor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Severability. In the event any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any jurisdiction in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Administrative Agent and consented to by the Required Lenders, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement without the prior written consent of each Senior Secured Creditor.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of New York (without reference to conflict of law principles that would result in the application of any law other than the law of the State of New York); it being understood that, to the extent that the Uniform Commercial Code requires the application of the

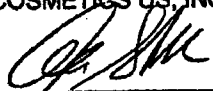
Laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and Liens created by this Agreement, the Laws of such other jurisdiction shall apply to such matters.

18. Consent to Jurisdiction; Waiver of Jury Trial. THE DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY MISSOURI STATE COURT SITTING IN THE CITY OR COUNTY OF ST. LOUIS, MISSOURI AND/OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AS THE ADMINISTRATIVE AGENT MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ANY OTHER LOAN DOCUMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. **THE DEBTOR (AND BY ITS ACCEPTANCE OF THIS AGREEMENT, THE ADMINISTRATIVE AGENT) IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE DEBTOR AND THE ADMINISTRATIVE AGENT ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement as of the date first written above.

J.A. COSMETICS US, INC.

By 
Name: Alan Shamah
Title: President

5447919

TRADEMARK
REEL: 004683 FRAME: 0811

SCHEDULE A

Patents

NONE

SCHEDULE B

Patent Applications

NONE

SCHEDULE C

Trademark Registrations

SEE ATTACHED


SCHEDULE D

Applications For Trademark Registration

SEE ATTACHED

J.A. Cosmetics US, Inc.
Global Trademark Portfolio

November 14, 2011

Country	Mark	Our Ref.	Class(es)	Goods	App Number	App Date	Reg. Number	Reg. Date	Status
United States	e.l.f.	44171/0005	03, 18, 21	03: cosmetics and personal care products, namely, eye pencil, eye shadow, blush, lip gloss, lipstick, lip balm, nail polish, facial moisturizer, concealer; and 18: cosmetic bags sold empty; and 21: cosmetic brushes; applicator sticks for applying makeup	78/664,823	06-Jul-2005	3,106,703	20-Jun-2006	Registered
United States		44171/0003	03	cosmetics and personal care products, namely, eye pencil, eye shadow, blush, lip gloss, lipstick, lip balm, nail polish, facial moisturizer, concealer	78/291,835	25-Aug-2003	3,181,500	05-Dec-2006	Registered


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United States	SUGAR KISS	44/171/0008	03, 08	03: Cosmetics and make-up, namely, blush, eye pencils and eye liners, eye shadows, face and body glitter, face and body lotions, face and body creams, face powder, lip gloss, lip balm, lip pencils and lip liners, lipstick, mascaras; make-up kits comprised primarily of lipstick, lip gloss, nail polish, blush, eye liner, and also containing make-up brushes; nail polish, emery boards; and 08: Eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets	77/584,559	02-Oct-2008	3,764,481	23-Mar-2010	Registered
	E.L.F. EYES LIPS FACE	44/171/0036	08, 21	08: eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets; and 21: cosmetic brushes; applicator sticks for applying makeup	85/325,813	20-May-2011			Published
Argentina	E.L.F.	44/171/0040	03	only cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, emery, face and body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers, make-up kits; cosmetic and personal care soaps; essential oils; hair lotions	3,094,546	14-Jun-2011			Pending
	E.L.F.	44/171/0041	08	only eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail	3,094,548	14-Jun-2011			Pending

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	ELF Stylized	n/a	03		8375256	09-Jun-2010			Pending
China (People's Republic)	E.L.F. STUDIO	44171/0059	03	cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, emery, face and body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; make-up kits; cosmetic and personal care soaps; essential oils; hair lotions	9570904	09-Jun-2011			Pending
	E.L.F. STUDIO	44171/0060	08	eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets	9570903	09-Jun-2011			Pending
	E.L.F. STUDIO	44171/0061	21	Cosmetic brushes; cosmetic utensils	9570902	09-Jun-2011			Pending
Colombia	E.L.F.	44171/0064	03	cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, emery, face and body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; make-up kits; cosmetic and personal care soaps; essential oils; hair lotions	11-071943	10-Jun-2011			Pending
	E.L.F.	44171/0065	08	eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets	11-071944	10-Jun-2011			Pending

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Colombia	E.L.F.	44171/0066	21	cosmetic brushes; applicator sticks for applying makeup	11-071944	10-Jun-2011		Pending
	E.L.F. EYES LIPS FACE	44171/0062	08	eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets	11-071611	09-Jun-2011		Pending
	E.L.F. EYES LIPS FACE	44171/0063	21	cosmetic brushes; applicator sticks for applying makeup	11-071616	09-Jun-2011		Pending
European Union		44171/0028	03	soaps, perfumery, essential oils, cosmetics, lotions, lotions for the horse, especially: cosmetics for the eyes, lips, nails and face; elements tools of beauty, curling as pesthas, brushes, make up brush, such as: makeup brushes, mirrors, saca eyebrow tweezers; cases, bags to store makeup, soap. Antibacterial disinfectant, splash cream and lotion for the body and the hands.	09-82545	10-Aug-2009		Pending
		44171/0067	03, 08, 21	03: cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, face and body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; cosmetic and personal care soaps; essential oils; hair lotions; and 08: eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets; and 21: cosmetic brushes; applicator sticks for applying makeup	9986332	23-May-2011		Pending

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European Union	E.L.F. EYES LIPS FACE	44171/0013	03, 08, 21	<p>03: Soaps; perfumery, essential oils, cosmetics, and hair lotions.</p> <p>08: Eyelash curlers, tweezers, manicure implements, including nail files, orange sticks, nail clippers, cuticle pushers; nail and cuticle scissors; manicure sets; pedicure sets.</p> <p>21: Cosmetic brushes; applicator sticks for applying makeup</p>	007479785	19-Dec-2008	007479785	29-Jul-2009	Registered
European Union	E.L.F. KOSMETIK ELF-KOSMETIK	44171/0120	03, 16, 18, 20, 21, 42	<p>03: Eyebrow cosmetics; cosmetic dyes; wipes pre-impregnated with personal cleansing or cosmetic products; cosmetics; (animal) cosmetics; cosmetics in general; cosmetic and cleaning preparations, specifically toothpaste and soaps; cosmetics all for sale in kit form; cosmetics, hair lotions; cosmetics, in particular creams, milks, lotions, gels and powders for the face, body and hands; cosmetics, in particular creams, milks, lotions, gels and powders for the face, body and hands; cosmetic kits; cosmetic pencils; cosmetic kits; preparations for removing cosmetics; pencils (cosmetic-); animals; cosmetic preparations for animals; cosmetic preparations for eyelashes.; and</p> <p>16: Cosmetic pencil sharpeners; and</p> <p>18: Vanity cases (not fitted); beauty cases; cosmetic bags; cosmetic bags sold empty, unfitted cases and bags for cosmetics and hair care products; and</p> <p>20: Hand mirrors (cosmetic mirrors, toilet mirrors); hand-held mirrors (toilet mirrors); and</p> <p>21: Brushes and paintbrushes for</p>	008957557	16-Mar-2010	008957557	24-Aug-2010	Registered

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Korea (South)	E.L.F. EYES LIPS FACE	44171/0104	03, 08, 21	03: cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, face and body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; cosmetic and personal care soaps; essential oils; hair lotions; and 08: eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets; and 21: cosmetic brushes; applicator sticks for applying makeup	40-2011-28890	27-May-2011			Pending
					2011011206	20-Jun-2011			Pending
Malaysia	E.L.F.	44141/0076	03	cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, face and body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; cosmetic and personal care soaps; essential oils; hair lotions eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and pedicure sets	2011011207	20-Jun-2011			Pending
					2011011208	20-Jun-2011			Pending
					08024852	18-Dec-2008	08024852	15-Jul-2011	Registered
	E.L.F. EYES LIPS FACE	44171/0015	03	soaps, perfumery, essential oils, cosmetics and hair lotions					

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Malaysia	E.L.F. EYES LIPS FACE	44171/0074	08	eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets	2011011210	20-June-2011			Pending
	E.L.F. EYES LIPS FACE	44141/0075	21	cosmetic brushes; applicator sticks for applying makeup	2011011209	20-Jun-2011			Pending
Mexico	E.L.F.	44141/0079	03	cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, face and body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; cosmetic and personal care soaps; essential oils; hair lotions	1182084	30-May-2011			Pending
	E.L.F.	44141/0080	08	eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets	1182083	30-May-2011			Pending
	E.L.F.	44141/0081	21	cosmetic brushes; applicator sticks for applying makeup	1182082	30-May-2011			Pending
	E.L.F. EYES LIPS FACE	44171/0016	03	soaps, perfumery, essential oils, cosmetics and hair lotions	981795	19-Dec-2008	1089534	12-Mar-2009	Registered
	E.L.F. EYES LIPS FACE	44171/0077	08	eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets	1182081	30-May-2011			Pending
	E.L.F. EYES LIPS FACE	44171/0078	21	cosmetic brushes; applicator sticks for applying makeup	1182080	30-May-2011			Pending
New Zealand	E.L.F.	44171/0063	03, 08, 21	03: cosmetics, make-up and personal care products, namely,	843455	08-Jun-2011			Pending

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Norway	E.L.F. EYES LIPS FACE	44171/0084	03, 08, 21	<p>clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets; and applicator sticks for applying makeup</p> <p>21: cosmetic brushes; applicator sticks for applying makeup</p> <p>03: cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, face and body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; cosmetic and personal care soaps; essential oils; hair lotions; and</p> <p>08: eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets; and</p> <p>21: cosmetic brushes; applicator sticks for applying makeup</p>	201106340	08-Jun-2011			Pending
Peru	E.L.F.	44171/0089	03, 08, 21	<p>03: cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, face and body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; cosmetic and personal care soaps; essential oils; hair lotions; and</p> <p>08: eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets; and</p> <p>21: cosmetic brushes; applicator sticks for applying makeup</p>	458652	15-Jun-2011			Published

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Peru	E.L.F. EYES LIPS FACE	44171/0086	03, 08, 21	sticks for applying makeup 03: cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, face and body body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; cosmetic and personal care soaps; essential oils; hair lotions; and 08: eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets; and 21: cosmetic brushes; applicator sticks for applying makeup	4586653	15-Jun-2011	Published
Philippines	E.L.F.	44171/0083	03, 08, 21	03: cosmetics, make-up and personal care products, namely, eye pencils, eye liners, eye shadows, blush, lip gloss, lipstick, lip balm, lip pencils, lip liners, mascaras, nail polish, face and body body glitter, face and body lotions, face and body creams, face powder, facial moisturizer, concealers; cosmetic and personal care soaps; essential oils; hair lotions; and 08: eyelash curlers, tweezers; manicure implements, namely, nail files, orange sticks, nail clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets; and 21: cosmetic brushes; applicator sticks for applying makeup	4-2011-006777	10-Jun-2011	Pending
	E.L.F. EYES LIPS FACE	44171/0092	08, 21	08: eyelash curlers, tweezers; manicure implements, namely,	4-2011-006776	10-Jun-2011	Pending

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Venezuela	E.L.F. EYES LIPS FACE	44171/0113	21	clippers, cuticle pushers, nail and cuticle scissors; manicure sets; pedicure sets	2011-012658	21-Jul-2011			Allowed
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