

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
Too Faced Cosmetics, LLC		12/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
Too Faced Cosmetics Intermediate Holdings, LLC		12/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
Too Faced Cosmetics International, Inc.		12/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	2265543	TOO FACED
Registration Number:	3586469	HOLLYWOOD SPECIAL EFFECTS
Registration Number:	3636271	TF MIRROR MIRROR GLOSS
Registration Number:	3536381	WRINKLE INJECTION TOO FACED EXTREME WRINKLE FILLER
Registration Number:	3536388	LASH INJECTION
Registration Number:	3147949	LIP INJECTION TOO FACED EXTREME LIP PUMPING TREATMENT
Registration Number:	3326416	WRINKLE INJECTION
Registration Number:	3319291	TANNING BED IN A TUBE

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Registration Number:	3573413	SHADOW INSURANCE
Registration Number:	3467519	WHY BE PRETTY WHEN YOU CAN BE GORGEOUS?
Registration Number:	3617113	LASH INJECTION PINPOINT
Registration Number:	3020605	
Registration Number:	3020575	LIP INJECTION
Registration Number:	3235114	GLAMOUR GLOSS
Registration Number:	3360988	LASH INJECTION
Registration Number:	3532706	FANTASTIC PLASTIC
Registration Number:	3839125	LIP INSURANCE
Registration Number:	3832969	AQUA BUNNY
Registration Number:	3839132	LASHGASM
Registration Number:	3909887	LONG STEMMED LASHES
Registration Number:	3932354	NAKED EYE
Registration Number:	3919527	ROMANTIC EYE
Registration Number:	3949346	TOO FACED LOVE YOUR SKIN
Registration Number:	3919865	BROW ENVY
Registration Number:	3917209	ABSOLUTELY FLAWLESS
Registration Number:	3946342	SIZE QUEEN
Registration Number:	4018301	TOO FACED PRIMED & PORELESS
Registration Number:	4064421	FULL BLOOM
Registration Number:	4064422	GLAMOUR DUST
Registration Number:	3954945	GLAMOUR TO GO
Serial Number:	85137017	CANDLELIGHT
Registration Number:	3973489	LIQUIF-EYE
Registration Number:	3970132	CARIBBEAN IN A COMPACT
Registration Number:	3970051	THE BRONZED & THE BEAUTIFUL
Registration Number:	3955058	BORDERLINE
Serial Number:	85138146	BRONZED AMBITION
Serial Number:	85285327	SHADOW INSURANCE LEMON DROP
Serial Number:	85364587	TOO FACED MATTE EYE
Serial Number:	85339881	NATURAL EYE
Serial Number:	85364614	TOO FACED SMOKEY EYE
Serial Number:	85365381	EXOTIC COLOR
Serial Number:	85365412	PERFECT EYES
Serial Number:	85364787	TEDDY BEAR HAIR

TRADEMARK

REEL: 004702 FRAME: 0866

	85364792	NATURAL FACE
Serial Number:	85364160	NATURAL KISS
Serial Number:	85364183	NAKED FACE
Serial Number:	85364219	ROMANTIC FACE
Serial Number:	85364233	ROMANTIC KISS
Serial Number:	85364270	SUMMER EYE
Serial Number:	85364802	ROYAL OIL
Serial Number:	85364196	NAKED KISS
Serial Number:	85364294	COLOR BRULEE
Serial Number:	85374996	PETITE POUF
Serial Number:	85404068	TOO FACED
Serial Number:	85369011	PEACH LEOPARD BRIGHTENING & PERFECTING BRONZER

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Phone: 734-761-3780
Email: asujek@bodmanlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Ste. 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	01/19/2012

Total Attachments: 8

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 22, 2011 by and between COMERICA BANK ("Bank") and TOO FACED COSMETICS, LLC, a Delaware limited liability company, TOO FACED COSMETICS INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, and TOO FACED COSMETICS INTERNATIONAL, INC., a Delaware corporation (individually and collectively, the "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.

B. 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.

C. 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 Bank and Grantor, 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.

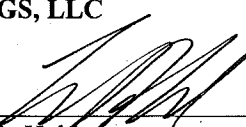
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

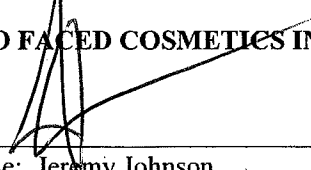
TOO FACED COSMETICS, LLC

By: 
Name: Eric Hohl
Title: Chief Financial Officer

TOO FACED COSMETICS INTERMEDIATE HOLDINGS, LLC

By: 
Name: Eric Hohl
Title: Chief Financial Officer

TOO FACED COSMETICS INTERNATIONAL, INC.

By: 
Name: Jeremy Johnson
Title: President and Treasurer

BANK:

COMERICA BANK

By: AMartin

Title: AVP

Short Form IP Agreement Exhibits

List of Exhibits:

Exhibit A Copyrights

Exhibit B Patents

Exhibit C Trademarks

EXHIBIT A

Copyrights

Registered Copyrights

Copyright	Reg. #	Reg. Date
Envy	VA-851-298	12/22/1997
Too Faced Natural Eye Palette	VA1-745-839	11/15/2010
Too Faced Smoky Eye Palette	VA1-746-995	11/23/2010
Too Faced Liquif-Eye Palette	VA-746-987	11/23/2010
Smokey Eye Palette 2011	VA1-775-883	4/21/2011
Too Faced Sweet Dreams	VA1-783-665	7/14/2011
Too Faced Beautiful Dreamerr	VA1-782-029	7/14/2011
Too Faced Shadow Brushes	VA1-783-667	7/14/2011

Pending Applications

Copyright	App. #	App. Date
Too Faced Matte Eye	1-642687619	08/01/2011
Glamour to Go Dream Edition	1-642687456	08/01/2011
Too Faced In Your Dreams	1-642687422	08/01/2011

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date
TOO FACED	75343415	8/19/1997	2,265,543	7/27/1999
HOLLYWOOD SPECIAL EFFECTS	77/533,747	7/30/2008	3,586,469	3/10/2009
TF MIRROR MIRROR GLOSS (DESIGN)	77/402,631	2/22/2008	3,636,271	6/9/2009
WRINKLE INJECTION (DESIGN)	77/400,799	2/22/2008	3,536,381	11/25/2008
LASH INJECTION (DESIGN)	77/402,734	2/22/2008	3,536,388	11/25/2008
LIP INJECTION (DESIGN)	78/633,212	5/19/2005	3,147,949	9/26/2006
WRINKLE INJECTION	78/667,943	7/11/2005	3,326,416	10/30/2007
TANNING BED IN A TUBE	77/044,630	11/15/2006	3,319,291	10/23/2007
SHADOW INSURANCE	77/244,249	8/1/2007	3,573,413	2/10/2009
WHY BE PRETTY WHEN YOU CAN BE GORGEOUS	77/340,556	11/29/2007	3,467,519	7/15/2008
LASH INJECTION PINPOINT	77/392,689	2/8/2008	3,167,113	5/5/2009
ENVY DESIGN	78/494,100	10/4/2004	3,020,605	11/29/2005
LIP INJECTION	78/493,149	10/4/2004	3,020,575	11/29/2005
GLAMOUR GLOSS	78/678,614	7/26/2005	3,235,114	4/24/2007
LASH INJECTION	78/959,774	8/24/2006	3,360,988	12/25/2007
FANTASTIC PLASTIC	78/965,568	8/31/2006	3,532,706	11/11/2008
LIP INSURANCE	77,810,435	8/21/2009	3839125	8/24/2010
AQUA BUNNY	77,810,390	8/21/2009	3832969	8/10/2010
LASHGASM	77,812,232	8/25/2009	3839132	8/24/2010
LONG STEMMED LASHES	77,872,277	11/13/2009	3909887	1/25/2011
NAKED EYE	77/907,408	1/7/2010	3932354	3/15/2011
ROMANTIC EYE	85/073,723	6/29/2010	3919527	2/15/2011
TOO FACED LOVE YOUR SKIN	85/073,747	6/29/2010	3949346	4/19/2011
BROW ENVY	85/082,541	7/12/2010	3919865	2/15/2011
ABSOLUTELY FLAWLESS	85/082,572	7/12/2010	3917209	2/8/2011
SIZE QUEEN	85/109,585	8/17/2010	3946342	4/12/2011
TOO FACED PRIMED & PORELESS	85/109,670	8/17/2010	4018301	8/30/2011
FULL BLOOM	85/121,785	9/2/2010	4064421	11/29/2011
GLAMOUR DUST	85/121,807	9/2/2010	4064422	11/29/2011
GLAMOUR TO GO	85/125,323	9/8/2010	3954945	5/03/2011
CANDLELIGHT	85/137,017	9/23/2010	pending	pending
LIQUIF-EYE	85/133,630	9/23/2010	3973480	6/7/2011
CARIBBEAN IN A COMPACT	85/143,588	10/1/2011	3970132	5/31/2011

Mark	Serial Number	Filing Date	Registration Number	Registration Date
THE BRONZED & THE BEAUTIFUL	85/142,577	9/30/2010	3970051	5/31/2011
BORDERLINE	85/141,386	9/29/2010	3955058	5/3/2011
BRONZED AMBITION	85/138,146	9/29/2010	pending	pending
SHADOW INSURANCE LEMON DROP	85/285,327	4/4/2011	pending	pending
TOO FACED MATTE EYE	85/364,587	7/6/11	pending	pending
NATURAL EYE	85/339,881	6/7/2011	pending	pending
TOO FACED SMOKEY EYE	85/364,614	7/6/11	pending	pending
EXOTIC COLOR	85/365,381	7/7/11	pending	pending
PERFECT EYES	85/365,412	7/7/11	pending	pending
TEDDY BEAR HAIR	85/364,787	7/6/11	pending	pending
NATURAL FACE	85/364,792	7/6/11	pending	pending
NATURAL KISS	85/364,160	7/6/11	pending	pending
NAKED FACE	85/364,183	7/6/11	pending	pending
ROMANTIC FACE	85/364,219	7/6/11	pending	pending
ROMANTIC KISS	85/364,233	7/6/11	pending	pending
SUMMER EYE	85/364,270	7/6/11	pending	pending
ROYAL OIL	85/364,802	7/6/11	pending	pending
NAKED KISS	85/364,196	7/6/11	pending	pending
COLOR BRULEE	85/364,294	7/6/11	pending	pending
PETITE POUF	85/374,996	7/19/2011	pending	pending
TOO FACED (Stylized)	85/404, 068	8/22/2011	pending	pending
PEACH LEOPARD BRIGHTENING & PERFECTING BRONZER	85/369,011	7/12/2011	pending	pending