

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
Cosmetic Essence, LLC		07/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2668478	COSMETIC ESSENCE, INC.
Registration Number:	2692969	C.E.I.
Registration Number:	2690649	COSMETIC ESSENCE, INC.
Registration Number:	3060946	COCONUT TWIST
Serial Number:	77701085	GLAMOURGANIC

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-5652
 Email: chowell@morganlewis.com
 Correspondent Name: Catherine R. Howell, Senior Paralegal
 Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU
 Address Line 2: Morgan, Lewis & Bockius LLP
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

CH \$140.00 2668478

ATTORNEY DOCKET NUMBER:	05843814-0262.
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	10/08/2012
Total Attachments: 8 source=CEI - Trademark Security Agreement#page1.tif source=CEI - Trademark Security Agreement#page2.tif source=CEI - Trademark Security Agreement#page3.tif source=CEI - Trademark Security Agreement#page4.tif source=CEI - Trademark Security Agreement#page5.tif source=CEI - Trademark Security Agreement#page6.tif source=CEI - Trademark Security Agreement#page7.tif source=CEI - Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of July, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 27, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CEI Holdings Inc., a Delaware corporation ("Parent"), Cosmetic Essence, LLC, a Delaware limited liability company and a wholly-owned Subsidiary of Parent ("CE"), and each of Parent's other Domestic Subsidiaries identified on the signature pages thereof as of the date thereof (such other Domestic Subsidiaries, together with CE and each other Domestic Subsidiary of Parent that becomes a party thereto after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders identified on the signature pages thereof as of the date thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 27, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest")

in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include and the Security Interest shall not attach to any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions, including the termination provisions, of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

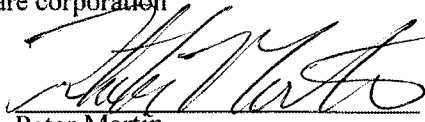
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

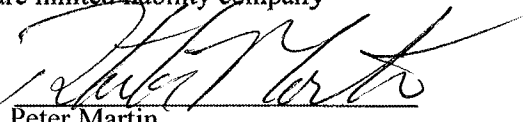
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

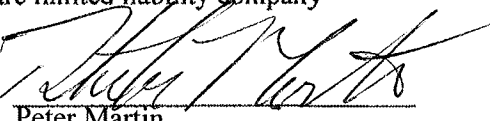
CEI HOLDINGS INC.,
a Delaware corporation

By: 
Name: Peter Martin
Title: Chief Executive Officer

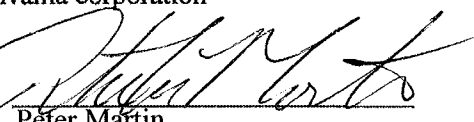
COSMETIC ESSENCE, LLC,
a Delaware limited liability company

By: 
Name: Peter Martin
Title: Chief Executive Officer

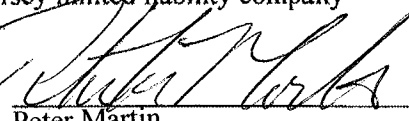
CEI - ROANOKE, LLC,
a Delaware limited liability company

By: 
Name: Peter Martin
Title: Chief Executive Officer

CEI-DOUGLASSVILLE, INC.,
a Pennsylvania corporation

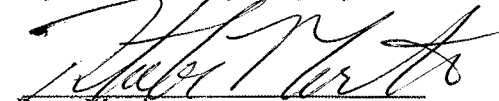
By: 
Name: Peter Martin
Title: Chief Executive Officer

CEI COSMETIC GROUP, L.L.C.,
a New Jersey limited liability company

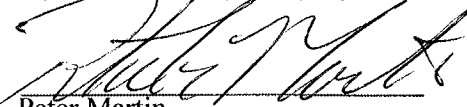
By: 
Name: Peter Martin
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

CEI-KIDS, LLC,
a New Jersey limited liability company

By: 
Name: Peter Martin
Title: Chief Executive Officer

AMC BEAUTY, LLC,
a New Jersey limited liability company

By: 
Name: Peter Martin
Title: Chief Executive Officer

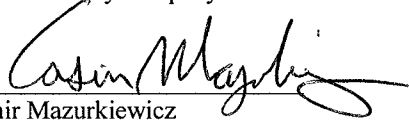
[Signature page to Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: _____
Name: Casimir Mazurkiewicz
Title: Director



[Signature page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

COSMETIC ESSENCE, LLC

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Cosmetic Essence, LLC	Reg. #2,668,478	Cosmetic Essence, Inc.
Cosmetic Essence, LLC	Reg. #2,692,969	C.E.I.
Cosmetic Essence, LLC	Reg. #2,690,649	Cosmetic Essence, Inc.
Cosmetic Essence, LLC	Reg. #3,060,946	Coconut Twist
Cosmetic Essence, LLC	Ser. #77/701085	Glamourganic

Applications: None.

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Cosmetic Essence, LLC	#92429890	France	Kid Care
Cosmetic Essence, LLC	#648727	Italy	Kid Care
Cosmetic Essence, LLC	#92/5504	South Africa	Kid Care

Applications: None.

Trade Names:

Cosmetic Essence, LLC trades under the names "CEI Packaging", "MHI", "MHI, Inc. Division", "MHI Division", and "CEI Distributors".

CEI-KIDS, LLC

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
CEI-Kids, LLC	Reg. #1835928	Kid Care (stylized)

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
CEI-Kids, LLC	TMA592377	Canada	Sport for Kids
CEI-Kids, LLC	#1493311	Argentina	Kid Care
CEI-Kids, LLC	#519906	Benelux	Kid Care
CEI-Kids, LLC	#TMA508141	Canada	Kid Care
CEI-Kids, LLC	#110520	Greece	Kid Care
CEI-Kids, LLC	#1713720	Spain	Kid Care

Trade Names:

CEI-Kids, LLC uses the name "Kid Care."