

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
Tarte, Inc.		12/19/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	85659564	MARACUJA BLUSH & GLOW
Serial Number:	85576140	GOLDEN GAL
Serial Number:	85563002	BIOC TECHNOLOGY
Serial Number:	85450676	TARTE 12-HOUR POWER
Serial Number:	85576105	BUFFY
Serial Number:	85576075	UNDERCOVER LOVER
Serial Number:	85576043	BLUSHING BEAUTY
Serial Number:	85575970	CONTOURTIONIST
Serial Number:	85576152	RETOUCHER
Serial Number:	85576132	FANATIC
Serial Number:	85558629	TARTE GLAMAZON
Serial Number:	85555284	SMOLDEREYES
Serial Number:	85538868	THE BLUSH AUTHORITY

CH \$840.00 85659564

Serial Number:	85669572	LIGHTS, CAMERA, FLASHES!
Serial Number:	85688001	BRIGHT EYED & BEAUTIFIED HIGH-PERFORMANCE EYE ENHANCING TOOL
Serial Number:	85668895	DOUBLE DUTY BEAUTY
Serial Number:	85756164	THE BROW ARCHITECT
Serial Number:	85756240	GLAMAZON
Serial Number:	85555366	GIFTED
Serial Number:	85555249	LIGHTS, CAMERA, SPLASHES!
Serial Number:	85555203	LIGHTS, CAMERA, LASHES!
Serial Number:	85659472	TARTE SWATCH STATION
Serial Number:	85589244	DOUBLE DETOX
Serial Number:	85589206	SKINSURANCE
Serial Number:	85576058	SHAPE SHIFTER
Serial Number:	85576023	MS. SUNSHINE
Serial Number:	85563032	AMAZON ESCAPE
Serial Number:	85562974	C-BRIGHTER
Serial Number:	85659576	MARACUJA BRONZE & GLOW
Serial Number:	85450689	GPS FOR YOUR FACE
Serial Number:	85450687	SKINTUITIVE
Serial Number:	85450669	AIRBRUSHING WITHOUT THE AIR
Serial Number:	85555409	PICTURE PERFECT

CORRESPONDENCE DATA

Fax Number: 8586385130
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 858-677-1400
Email: susan.reynolds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-503
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	12/31/2012

Total Attachments: 7

TRADEMARK
REEL: 004932 FRAME: 0180

source=AR-IPSA#page1.tif
source=AR-IPSA#page2.tif
source=AR-IPSA#page3.tif
source=AR-IPSA#page4.tif
source=AR-IPSA#page5.tif
source=AR-IPSA#page6.tif
source=AR-IPSA#page7.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of December 19, 2012 by and between COMERICA BANK ("Bank") and TARTE, INC., a New York corporation ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated December 19, 2012 (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). 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.

B. 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 Grantor and Bank, 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 Amended and Restated 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 valid applications and registrations filed by Grantor with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

53 West 36th Street, Suite 902
New York, NY 10018

Attn: General Manager

TARTE, INC.

By: 

Title: 

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: _____

Title: _____

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

53 West 36th Street, Suite 902
New York, NY 10018

Attn: General Manager

TARTE, INC.

By: _____

Title: _____

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: Laura O'Leary

Title: Assistant Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
1. MULTIPLEYE	85147744	10/7/10
2. TARTE HIGH-PERFORMANCE NATURALS	85147743	10/7/10
3. TARTE RISE & SHINE	85147739	10/7/10
4. SMOOTH OPERATOR	78334445	12/1/03
5. THURSDAY	78308578	10/2/03
6. WEDNESDAY	78308557	10/2/03
7. MONDAY	78308537	10/2/03
8. HIGH-PERFORMANCE NATURALS	77883425	12/1/09
9. FLUSH	77832230	9/22/09
10. MULTIPLEYE NATURAL LASH	77833296	9/23/09
11. LIPSURGENCE	77940218	2/19/10
12. LASH COUTURE	77832405	9/22/09
13. GREEN GLAMOUR	77583042	10/1/08
14. POLYFLEX	77583001	10/1/08
15. WRINKLE REWIND	77582986	10/1/08
16. SKINVIGORATING	77582940	10/1/08
17. T5 SUPER FRUIT COMPLEX	77322824	11/6/07
18. EMPHASEYES	77251178	8/9/07
19. NO MIRROR MAKEUP!	77149723	4/5/07
20. TARTE	76086930	7/12/00
21. MARACUJA BLUSH & GLOW	85659564	6/22/12
22. GOLDEN GAL	85576140	3/21/12
23. BioC TECHNOLOGY	85563002	3/7/12
24. TARTE 12-HOUR POWER	85450676	10/19/11
25. BUFFY	85576105	3/21/12
26. UNDERCOVER LOVER	85576075	3/21/12
27. BLUSHING BEAUTY	85576043	3/21/12
28. CONTOURTIONIST	85575970	3/21/12
29. RETOUCHER	85576152	3/21/12
30. FANATIC	85576132	3/21/12
31. TARTE GLAMAZON	85558629	3/21/12
32. SMOLDEREYES	85555284	2/28/12
33. THE BLUSH AUTHORITY	85538868	2/9/12
34. LIGHTS, CAMERA, FLASHES!	85669572	7/5/12
35. BRIGHT EYED & BEAUTIFIED HIGH-PERFORMANCE EYE ENHANCING TOOL	85688001	7/26/12
36. DOUBLE DUTY BEAUTY	85668895	7/4/12
37. THE BROW ARCHITECT	85756164	10/17/12
38. GLAMAZON	85756240	10/17/12
39. GIFTED	85555366	2/28/12
40. LIGHTS, CAMERA, SPLASHES!	85555249	2/28/12
41. LIGHTS, CAMERA, LASHES!	85555203	2/28/12
42. TARTE SWATCH STATION	85659472	6/22/12
43. DOUBLE DETOX	85589244	4/4/12
44. SKINSURANCE	85589206	4/4/12
45. SHAPE SHIFTER	85576058	3/21/12
46. MS. SUNSHINE	85576023	3/21/12
47. AMAZON ESCAPE	85563032	3/7/12
48. C-BRIGHTER	85562974	3/7/12
49. MARACUJA BRONZE & GLOW	85659576	6/22/12

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
50. GPS FOR YOUR FACE	85450689	10/19/11
51. SKINTUITIVE	85450687	10/19/11
52. AIRBRUSING WITHOUT THE AIR	85450669	10/19/11
53. PICTURE PERFECT	85555409	2/28/12

WEST\239909793
329034-000503