

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CATHAY BANK		04/08/2013	bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	MARKWINS BEAUTY PRODUCTS, INC.		
Street Address:	22067 Ferrero Parkway		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91709		
Entity Type:	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3198397	TROPEZ	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2138308743		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	213-680-6400		
Email:	kimberley.lathrop@bingham.com		
Correspondent Name:	KIMBERLEY A. LATHROP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 2:	BINGHAM MCCUTCHEN LLP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	2022306.326810		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>Signature:</b>	/Kimberley A. Lathrop/		

CH \$40.00 3198397

Date:

04/08/2013

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK**

This Termination And Release of Security Interest in Trademark (this “**Release**”), is dated as of April 8, 2013, and made by CATHAY BANK, as agent for the L/C Issuer and each of the Lenders (as defined below) from time to time parties to the Credit Agreement referred to below (in such capacity, “**Secured Party**”) in connection with the grant of security interests in a certain trademarks by MARKWINS BEAUTY PRODUCTS, INC., a California corporation (“**Grantor**”), in favor of the Agent.

**RECITALS**

A. Pursuant to the terms of that certain Second Amended and Restated Credit Agreement dated as of December 12, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein but not defined herein shall have the meanings set forth in the Credit Agreement), by and among MARKWINS INTERNATIONAL CORPORATION, a California corporation (“**MIC**”), and each Subsidiary of MIC signatory thereto as a “**Borrower**” and those additional entities that hereafter become parties thereto as “**Borrowers**” (each a “**Borrower**” and collectively “**Borrowers**”), the lenders from time to time party thereto the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the “**Lenders**”), the L/C Issuer, and Secured Party, as agent for the Lenders and the L/C Issuer, Grantor was required to enter into that certain Trademark Security Agreement dated as of December 12, 2012 (as amended from time to time, the “**Trademark Security Agreement**”), made by Grantor and the other grantors signatory thereto in favor of Secured Party;

B. Pursuant to the terms of the Trademark Security Agreement, Grantor granted to Secured Party, on behalf of the L/C Issuer and the Lenders, a security interest in certain trademark collateral, including, without limitation, (a) the word mark “Tropez” registered as number 3198397 with the United States Patent and Trademark Office (the “**USPTO**”) on January 16, 2007 (the “**Tropez Trademark**”), (b) all divisions, reissues, continuations, extensions or renewals of the Tropez Trademark; (c) all goodwill of the businesses of Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, the Tropez Trademark and any Tropez Trademark license; and (d) all income, products and proceeds of the Tropez Trademark, including, without limitation, all claims by Grantor against third parties for past, present or future (i) infringement or dilution of the Tropez Trademark or Tropez Trademark licensed under any Tropez Trademark license, or (ii) injury to any goodwill associated with the Tropez Trademark or any Tropez Trademark licensed under the Tropez Trademark license (items (a) through (d) collectively, the “**Tropez Trademark Collateral**”);

C. The Trademark Security Agreement was recorded with the Assignment Recordation Branch of the USPTO on December 14, 2012, at Reel 004918 and Frame 0711; and

D. Grantor has requested that Secured Party release its security interest in the Tropez Trademark Collateral.

E. **NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Secured Party hereby states as follows:

## **AGREEMENT**

**1. Release of Security Interest.** Secured Party hereby terminates, releases, and discharges its security interest in the Tropez Trademark Collateral and reassigns to Grantor thereto all right, title and interest of Secured Party in the Tropez Trademark Collateral. Notwithstanding anything herein to the contrary, this Release shall not constitute a termination, release or discharge of the security interest of Secured Party in any Trademark Collateral (as defined in the Trademark Security Agreement) other than the Tropez Trademark Collateral.

**2. Further Assurances.** Secured Party shall, at Grantor's sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

**3. Governing Law.** THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed and delivered by its duly authorized officer or representatives as of the date first set forth above.

SECURED PARTY:

CATHAY BANK,  
as Agent for the L/C Issuer and the Lenders

By: 

Name:

Title:

Termination and Release of Security Interest in Trademark