

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
Sandow Media, LLC		05/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Webster Bank, National Association
Street Address:	185 Asylum Street
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	3792418	SPALOOK
Registration Number:	3808541	STUDIO BEAUTYMIX
Registration Number:	3199799	TESTTUBE
Serial Number:	85538403	THE BEAUTY AUTHORITY
Registration Number:	3735429	WATCH JOURNAL
Registration Number:	4137184	WATCH JOURNAL
Serial Number:	85463300	WATCH JOURNAL
Registration Number:	3132844	BEAUTY PASS
Serial Number:	85864691	BESPOKE BLENDS BY MEMOIRE LIQUIDE
Serial Number:	85737417	BRANDS POWERED BY INNOVATION
Serial Number:	85269725	CURATOR
Serial Number:	85346666	CURATOR/ NAVIGATING GLOBAL LUXURY
Registration Number:	3298626	DAILYBEAUTY
Registration Number:	3871654	EXPERT INJECTOR

TRADEMARK

900254906

REEL: 005024 FRAME: 0095

CH \$1240.00 3792418

Registration Number:	3435655	FRAGRANCEFINDER
Registration Number:	3158273	FREEFILLS
Registration Number:	3621343	LUXE
Registration Number:	3562394	LUXE BLACKBOX
Registration Number:	3425859	LUXE SOURCE
Registration Number:	3533152	LUXE THE ARIZONA HOME REDEFINED
Registration Number:	3425196	LUXE THE CHICAGO HOME REDEFINED
Registration Number:	3426795	LUXE THE COLORADO HOME REDEFINED
Registration Number:	3527503	LUXE THE ORANGE COUNTY HOME REDEFINED
Registration Number:	3519152	LUXE THE SOUTH FLORIDA HOME REDEFINED
Registration Number:	3527504	LUXE THE SOUTHERN CALIFORNIA HOME REDEFI
Registration Number:	3822886	LUXE. INTERIORS + DESIGN
Registration Number:	4164770	LUXE. INTERIORS + DESIGN
Serial Number:	85599033	LUXEBOX
Serial Number:	85578882	MATCH BY NEWBEAUTY
Serial Number:	85591352	MATERIALBANK
Serial Number:	85591371	MATERIALBANK
Serial Number:	85591405	MATERIALWIRE
Serial Number:	85591421	MATERIALWIRE
Registration Number:	3596616	MEMOIRE LIQUIDE
Registration Number:	2981523	NEWBEAUTY
Registration Number:	3406831	NEWBEAUTY
Serial Number:	85401067	NEWBEAUTY
Registration Number:	4167527	NEWBEAUTY
Registration Number:	4166771	NEWBEAUTY BEAUTY CHOICE AWARD PRODUCT WI
Serial Number:	85761499	NEWBEAUTY LIVE
Serial Number:	85578853	NEWBEAUTY MATCH
Serial Number:	85794350	NEWBEAUTY SPA+
Registration Number:	4226023	SAMPLEBAR
Registration Number:	4196846	SANDOW
Serial Number:	85738126	SANDOW
Serial Number:	85838167	SANDOW NEXT
Serial Number:	85574065	SANDOW SK
Registration Number:	2810668	SEATTLEHOMES AND LIFESTYLES
Registration Number:	3065171	SPA CHOCOLATE

TRADEMARK

REEL: 005024 FRAME: 0096

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	645910
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/10/2013

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sandow Media, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Delaware limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 9, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Webster Bank, National Association

Street Address: 185 Asylum Street

City: Hartford

State: Connecticut

Country: USA Zip: 06103

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship See attached additional page
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No. (s)

3,132,844

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Patricia M. Del Rio

Internal Address: c/o Emmet Marvin & Martin LLP

Street Address: 120 Broadway, 32nd Floor

City: New York

State: New York Zip: 10271

Phone Number: 212-238-3214

Docket Number: _____

Email Address: pdelrio@emmetmarvin.com

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Patricia M. Del Rio

Name of Person Signing

05/10/2013

Date

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, SANDOW MEDIA, LLC, a Delaware limited liability company (the "*Grantor*"), and WEBSTER BANK, NATIONAL ASSOCIATION, (the "*Lender*") are parties to a Security Agreement, dated as of May 9, 2013 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "*Trademark Collateral*"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "*Trademarks*");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

Notwithstanding anything to the contrary contained herein, the security interest granted under this agreement shall not extend to (and such Property shall not constitute Collateral): (i) any asset or property right of the Grantor of any nature if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of such asset or property right or the Grantor's loss of use of such asset or property right or (B) a breach, termination or default under any lease, license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Code or principles of equity) to which the Grantor is party; (ii) any asset or property right of the Grantor of any nature to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that

any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); (iii) Excluded Equity; (iv) any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "*PTO*") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to, and accepted by, the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) and (v) any Excluded Accounts.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 185 Asylum Street, Hartford, Connecticut 06103.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of May 9, 2013.

SANDOW MEDIA, LLC

By: _____

Name: Adam I. Sandow

Title: Chief Executive Officer

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of May 9, 2013

<u>Trademark</u>	<u>Reg. or App. Number</u>	<u>Registration or Filing Date</u>
BEAUTY PASS	Registration 3132844	8/22/06
BESPOKE BLENDS BY MEMOIRE LIQUIDE	Application 85/864,691	3/1/13
BRANDS POWERED BY INNOVATION	Application 85/737417	9/25/12
CURATOR	Application 85/269725	3/17/11
CURATOR/NAVIGATING GLOBAL LUXURY	Application 85/346666	6/15/11
DAILYBEAUTY	Registration 3298626	9/25/07
EXPERT INJECTOR	Registration 3871654	11/2/10
FRAGRANCEFINDER	Registration 3435655	5/27/08
FREEFILLS	Registration 3158273	10/17/06

<u>Trademark</u>	<u>Reg. or App. Number</u>	<u>Registration or Filing Date</u>
LUXE	Registration 3621343	5/19/09
LUXE BLACKBOX	Registration 3562394	1/13/09
LUXE SOURCE	Registration 3425859	5/13/08
LUXE THE ARIZONA HOME REDEFINED	Registration 3533152	11/18/08
LUXE THE CHICAGO HOME REDEFINED	Registration 3425196	5/13/08
LUXE THE COLORADO HOME REDEFINED	Registration 3426795	5/13/08
LUXE THE ORANGE COUNTY HOME REDEFINED	Registration 3527503	11/4/08
LUXE THE SOUTH FLORIDA HOME REDEFINED	Registration 3519152	10/21/08
LUXE THE SOUTHERN CALIFORNIA HOME REDEFINED	Registration 3527504	11/4/08
LUXE. INTERIORS + DESIGN	Registration 3822886	7/20/10
LUXE. INTERIORS + DESIGN	Registration 4164770	6/26/12

<u>Trademark</u>	<u>Reg. or App. Number</u>	<u>Registration or Filing Date</u>
LUXEBOX	Application 85/599,033	4/16/12
MATCH BY NEWBEAUTY	Application 85/578882	3/23/12
MATERIALBANK	Application 85/591,352	4/6/12
MATERIALBANK	Application 85/591,371	4/6/12
MATERIALWIRE	Application 85/591,405	4/6/12
MATERIALWIRE	Application 85/591,421	4/6/12
MEMOIRE LIQUIDE	Registration 3596616	3/24/09
NEWBEAUTY	Registration 2981523	8/2/05
NEWBEAUTY	Registration 3406831	4/1/08
NEWBEAUTY	Application 85/401067	8/18/11
NEWBEAUTY	Registration 4167527	7/3/12

<u>Trademark</u>	<u>Reg. or App. Number</u>	<u>Registration or Filing Date</u>
NEWBEAUTY BEAUTY CHOICE AWARD PRODUCT WINNER (and design)	Registration 4166771	7/3/12
NEWBEAUTY LIVE	Application 85/761499	10/23/12
NEWBEAUTY MATCH	Application 85/578853	3/23/12
NEWBEAUTY SPA+	Application 85/794,350	12/04/12
SAMPLEBAR	Registration 4226023	10/16/12
SANDOW	Registration 4196846	8/28/12
SANDOW (stylized)	Application 85/738126	9/25/12
SANDOW NEXT	Application 85/838167	2/1/13
SANDOW SK	Application 85/574,065	3/20/12
SEATTLEHOMES & LIFESTYLES	Registration 2810668	2/3/04
SPA CHOCOLATE	Registration 3065171	3/7/06

<u>Trademark</u>	<u>Reg. or App. Number</u>	<u>Registration or Filing Date</u>
SPALOOK	Registration 3792418	5/25/10
STUDIO BEAUTYMIX	Registration 3808541	6/22/10
TESTTUBE	Registration 3199799	1/16/07
THE BEAUTY AUTHORITY	Application 85/538,403	2/9/12
WATCH JOURNAL	Registration 3735429	1/5/10
WATCH JOURNAL	Registration 4137184	5/1/12
WATCH JOURNAL	Application 85/463300	11/3/11