

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------|----------|----------------|-----------------------|
| Deb USA, Inc. | | 05/31/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------|
| Name: | Lloyds TSB Bank plc |
| Street Address: | 10 Gresham Street |
| City: | London |
| State/Country: | UNITED KINGDOM |
| Postal Code: | EC2V7AE |
| Entity Type: | Bank: UNITED KINGDOM |

PROPERTY NUMBERS Total: 22

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 2465191 | AERO |
| Registration Number: | 2235884 | AERO |
| Registration Number: | 2862964 | DEB |
| Registration Number: | 3163730 | DEBMED |
| Registration Number: | 2586176 | DEB SBS |
| Registration Number: | 1749753 | DEBUS |
| Registration Number: | 1407271 | DEBUS |
| Registration Number: | 1846102 | DEFLECT |
| Registration Number: | 2778300 | DERMIGIENE |
| Registration Number: | 1412884 | ENSUITE |
| Registration Number: | 2417454 | EPI SAN |
| Registration Number: | 1320281 | HYPOR |
| Registration Number: | 2991543 | HYPOR |
| Registration Number: | 1439731 | POLYGRIT |

CH \$565.00 2465191

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|----------------------|---------|--------------------------|
| Registration Number: | 2055988 | PROLINE |
| Registration Number: | 2228721 | PROPOR |
| Registration Number: | 1825730 | SANITANE |
| Registration Number: | 827017 | SBS |
| Registration Number: | 1843430 | SBS ORANGE |
| Registration Number: | 2886815 | SBS PROTECT |
| Registration Number: | 2572042 | SKINCARE'S BEST SOLUTION |
| Registration Number: | 2837568 | TOUGH TOWELS |

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: penelope@ipresearchplus.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, Ste 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: COS1-38737-671289

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 06/04/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

(Trademarks, Trademark Registrations,
Trademark Applications and Trademark Licenses)

WHEREAS, DEB USA, Inc., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor has entered into a Senior Multicurrency Term and Revolving Facilities Agreement, dated on or around May 28, 2013, among, *inter alios*, Deb Midco Limited (the "Parent"), the subsidiaries listed therein as original borrowers (the "Original Borrowers") and original guarantors (together with the Parent, the "Original Guarantors"), Lloyds TSB Bank plc, HSBC Bank plc, ING Bank N.V., London Branch and Skandinaviska Enskilda Banken AB (publ) as mandated lead arrangers, the financial institutions listed therein as original lenders (the "Original Lenders"), Lloyds TSB Bank plc as the Agent (the "Agent") and the Security Agent (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement");

WHEREAS, pursuant to (i) a Security Agreement dated as of May 31, 2013 (as amended and/or supplemented from time to time, the "Security Agreement") entered into between, among others, the Grantor and Lloyds TSB Bank plc, as security agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Trademark Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Facilities Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or

infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule I hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Declared Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement or the Facilities Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Trademark Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.


This Trademark Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Trademark Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 31 day of MAY, 2013.

DEB USA, INC.,
as Grantor

By: 
Name: Nicholas Krestov
Title: Director

Acknowledged:

LLOYDS TSB BANK PLC,
as Security Agent

By: _____
Name:
Title:

Trademark Security
Agreement Supplement

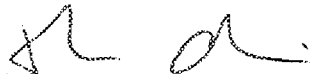
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 31 day of MAY, 2013.

DEB USA, INC.,
as Grantor

By: _____
Name:
Title:

Acknowledged:

LLOYDS TSB BANK PLC,
as Security Agent

By: 
Name: MOLLY O'NEILL
Title: ASSOCIATE DIRECTOR

SCHEDULE 1

Trademarks

Issued Trademarks

| <u>Owner</u> | <u>Mark</u> | <u>Country</u> | <u>Reg. No. (App. No.)</u> | <u>Reg. Date (App. Date) (dd/mm/yy)</u> |
|--------------|------------------|----------------|--------------------------------|---|
| DEB USA Inc. | AERO | US | 2,465,191 | 03.07.2001 |
| DEB USA Inc. | AERO | US | 2,235,884 | 30.03.1999 |
| DEB USA Inc. | DEB | US | 2,862,964 | 13.07.2004 |
| DEB USA Inc. | DEBMED | US | 3,163,730 | 24.11.2006 |
| DEB USA Inc. | DEB SBS & Design | US | 2,586,176 | 25.06.2002 |
| DEB USA Inc. | DEBUS (Name) | US | 1,749,753 | 02.02.1993 |
| DEB USA Inc. | DEBUS (Logo) | US | 1,407,271 | 02.09.1986 |
| DEB USA Inc. | DEFLECT | US | 1,846,102 | 19.07.1994 |
| DEB USA Inc. | DERMIGIENE | US | 2,778,300 | 28.10.2003 |
| DEB USA Inc. | ENSUITE | US | 1,412,884 | 14.10.1986 |
| DEB USA Inc. | EPI SAN | US | 2,417,454 | 02.01.2001 |
| DEB USA Inc. | HYPOR | US | 1,320,281 | 19.02.1985 |
| DEB USA Inc. | HYPOR | US | 2,991,543 | 06.09.2005 |
| DEB USA Inc. | POLYGRIT | US | 1,439,731 | 19.05.1987 |
| DEB USA Inc. | PROLINE | US | 2,055,988 | 22.04.1997 |
| DEB USA Inc. | PROPOR | US | 2,228,721 | 13.03.1998 |
| DEB USA Inc. | SANITANE | US | 1,825,730 | 08.03.1994 |

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|--------------|-----------------------------|----|-----------|------------|
| DEB USA Inc. | SBS | US | 827,017 | 04.04.1967 |
| DEB USA Inc. | SBS ORANGE | US | 1,843,430 | 05.07.1994 |
| DEB USA Inc. | SBS PROTECT | US | 2,886,815 | 21.09.2004 |
| DEB USA Inc. | SKINCARE'S BEST SOLUTION | US | 2,572,042 | 21.05.2002 |
| DEB USA Inc. | TOUGH TOWELS | US | 2,837,568 | 04.05.2004 |