

USPTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

07/12/2013



M1007-10-13

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

103660213

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

<p>1. Name of conveying party(ies):</p> <p>Dr. Miracle's, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Wells Fargo Bank, National Association</u></p> <p>Street Address: <u>100 Park Ave., 2nd Floor</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u></p> <p>Country: <u>USA</u> Zip: <u>10017</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 26, 2013

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s) Text _____
See attached Exhibit B

B. Trademark Registration No.(s) _____
See attached Exhibit B

Additional sheet(s) attached? Yes No

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

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Thomas Fahey</u></p> <p>Internal Address: <u>National Corporate Research, Ltd.</u></p> <p>Street Address: <u>1025 Vermont Avenue NW Suite 1130</u></p> <p>City: <u>Washington</u></p> <p>State: <u>DC</u> Zip: <u>20005</u></p> <p>Phone Number: <u>(202) 370-4761</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>tfahey@nationalcorp.com</u></p>	<p>6. Total number of applications and registrations involved: 78</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) <u>\$1965.00</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number <u>07/16/2013 KNGUYEN1 00000025 3690203</u></p> <p>Authorized User Name _____ 40.00 OP _____ 1925.00 OP</p>
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9. Signature: [Signature] 07/10/13

Signature Date

Laura A. Kenerson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

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

EXHIBIT B
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DR. MIRACLE'S - Class 3	3690203	9/29/2009
DR. MIRACLE'S - Class 3	3018370	11/22/2005
HOT GRO	2879943	8/31/2004
TEMPLE HEAVEN	3042192	1/10/2006
DR. MIRACLE'S and design - Class 3	2906481	11/30/2004
DR. MIRACLE'S and design, Class 3	3886528	12/7/2010
DR. MIRACLE'S and design	3636703	6/9/2009
DR. MIRACLE'S and design	3821621	7/20/2010
THERMALCEUTICAL	3064549	2/28/2006
THERMALCEUTICAL	3835538	8/17/2010
FEEL IT FORMULA	3108245	6/20/2006
FEEL IT FORMULA	3782733	4/27/2010
ENJOY THE TINGLE ENJOY THE GROWTH	3152769	10/10/2006
BRAID RELIEF	3059643	2/14/2006
DOCTOR WONDER	3314904	10/16/2007
HAIR MEDS COLLECTION	3266280	7/17/2007
SKIN MEDS COLLECTION	3743923	2/2/2010
SKIN MEDS COLLECTION	3713602	11/17/2009
STYLING MEDS	3373561	1/22/2008
DOCTOR WONDER & design	3490708	8/19/2008
MY GOODBYE ACNE SYSTEM	3628694	5/26/2009
FAMILY SECRET	3498932	9/9/2008
ENJOY THE TINGLE SAY GOODBYE TO ACNE	3670907	8/18/2009
ENJOY THE TINGLE SAY GOODBYE TO ACNE	3735259	1/5/2010
A FACE LIKE YOURS	3761704	3/16/2010
A FACE LIKE YOURS and logo	3761715	3/16/2010
FOLLICLE HEALER	3905752	1/11/2011
MY MIRACLE	3895544	12/21/2010
FOLLICLE HEALER ENERGIZING SYSTEM	3909333	1/18/2011
CURL CARE BY DR. MIRACLES and design	4299050	3/5/2013
CURL CARE BY DR. MIRACLES	4299051	3/5/2013

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
DR. MIRACLE'S and design	85/756084	10/17/2012
DR. MIRACLE'S and design	77/700685	3/27/2009
THERMALCEUTICAL	78/331348	11/21/2003
FEEL IT FORMULA	77/568453	9/12/2008
DR. MAGICAL	85/615648	5/3/2012
DR. WONDERFUL	78/364899	2/9/2004
DR. MARVELOUS	85/615654	5/3/2012
SCALP SCIENCE	78/442342	6/28/2004
ZE ZE	77/652709	1/20/2009
DOCTOR WONDER	77/889240	12/9/2009
HEAT RELIEF	85/662494	6/27/2012
CHINESE MIRACLE	77/749184	6/1/2009
DR. WOO'S CHINESE HAIR MIRACLE	78/638759	5/27/2005
SKIN MEDS COLLECTION (Design)	78/849827	3/30/2006
SKIN MEDS COLLECTION	77/667217	2/10/2009
DOCTOR WONDER & design	78/934,549	7/21/2006
DR. WOO'S	77/198773	6/6/2007
SALON MEDS	77/216761	6/27/2007
MY GOODBYE ACNE SYSTEM	77/226755	7/11/2007
FOOT MEDS COLLECTION	77/643362	1/5/2009
SALON MIRACLE 3000	77/264893	8/27/2007
SALON MIRACLE DE PARIS	77/264905	8/27/2007
HEALTHY HAIR IS SEXY HAIR	77/333019	11/19/2007
FAMILY SECRET	85/437462	10/3/2011
ENJOY THE TINGLE SAY GOODBYE TO ACNE	85/424453	9/16/2011
MY GOODBYE WRINKLE SYSTEM	85/536782	2/8/2012
MY GOODBYE AGING SYSTEM	85/508234	1/4/2012
MY GOODBYE SCARRING SYSTEM	85/508237	1/4/2012
FOLLICLE HEALER	85/839621	2/4/2013
LIQUID HEALING POMADE	77/665186	2/6/2009
ORGANIC MEDS	77/665192	2/6/2009
MY PRIVATE ZIT	77/668981	2/12/2009
MY MIRACLE MOISTURIZER	77/684537	3/5/2009
MY MIRACLE	85/771184	11/5/2012
MY MIRACLE	85/749428	10/9/2012
DR. MAGIC	85/823235	1/15/2013

SALON VALUE	.77/773038	7/2/2009
BRAZILIAN MIRACLE	85/899961	4/10/2013
BRAZILIAN WONDER	85/899977	4/10/2013
BRAZILIAN MAGIC	85/899982	4/13/2013
FOLLICLE HEALER ENERGIZING SYSTEM	77/954249	3/9/2010
INTENSE NOURISHING ESSENTIALS	85/269217	3/17/2011
DR. MIRACLE'S and design	85/306897	4/28/2011
CURL UP	85/501056	12/21/2011
CURL COMMANDMENTS	85/501050	12/21/2011
NATURAL MIRACLE	85/512925	1/10/2012
CURLVERSATION	85/624558	5/14/2012

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

<u>Mark</u>
HOT GRO
CASHMERE CREAM
HONEY OIL
HEAVENLY HONEY
BUTTER WHIP
DREAM MAKER
TOUCH
DOCTOR DESIGN
THERMALCEUTICAL
BRAID MAGIC
HEAT TREAT
SCALPVECTIN
COLOR AWARE
SCALP SAVER
DR. MIRACLE'S - Class 5
Dr. Miracle's and design, Class 5
FEEL IT FORMULA, Class 5
DR. MIRACLE'S MOROCCAN 'FEEL IT' FORMULA
MOROCCAN MIRACLE
ARGAN MIRACLE OIL
ARGAN MIRACLE

TRADEMARK

REEL: 005069 FRAME: 0246

DR. MIRACLE'S MOROCCAN FORMULA
DR. MIRACLE'S MOROCCAN ARGAN OIL
DR. MIRACLE'S HEALTHY HAIR
DR. MIRACLE'S HEALTHY HAIR and design
DR. MIRACLE'S HEALTHY SKIN
DR. MIRACLE'S HEALTHY SKIN and design
MR. MIRACLE'S
MR. MIRACLE'S and design
DR. MIRACLE'S NOURISHING ESSENTIALS
DR. MIRACLE'S NOURISHING ESSENTIALS and design
NOURISHING ESSENTIALS
SIMPLY NATURAL
HAIR YOUR WAY
EMBRACE
NATURALLY MY WAY
NATURAL TO YOU
CURL CONNECTION
PATENT APPLICATION - NOVEL HAIR KIT

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of June 26, 2013, is made by and between Dr. Miracle's, Inc., a Delaware corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. In order to secure the Obligations, the Company hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Credit Agreement, does hereby irrevocably grant and create) a security interest (the "Security Interest") with power of sale to the extent permitted by law, in

the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any material Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of material applications and letters patent pertaining to the Patents, then Company shall within 60 days (or, if an Event of Default has occurred and is continuing, such shorter period as Wells Fargo determines in its sole discretion) (the "Notice Period") provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement; provided, that so long as the Company complies with the foregoing, it shall not be in breach of this Section 3(a) during (i) the Notice Period and (ii) any period during which Wells Fargo has received and is reviewing the applicable written notice. It shall be a breach of this Section 3(a) if the Company fails to provide written notice, as set forth herein, prior to the expiration of the Notice Period.

(b) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Subsidiary's business(es). If after the date hereof, Company owns or controls any material Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Subsidiary's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of material applications and registrations pertaining to the Trademarks, then Company shall within the Notice Period provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement; provided, that so long as the Company complies with the foregoing, it shall not be in breach of this Section 3(b) during (i) the Notice Period and (ii) any period during which Wells Fargo has received and is reviewing the applicable written

notice. It shall be a breach of this Section 3(b) if the Company fails to provide written notice, as set forth herein, prior to the expiration of the Notice Period.

(c) **Subsidiaries.** As of the date hereof, no Subsidiary owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Subsidiary owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Subsidiary to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Subsidiary to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Company has good and marketable title to each Patent and each Trademark listed on Exhibits A and B (as updated from time to time pursuant to Section 3(a) or 3(b) of this Agreement), free and clear of all Liens except Permitted Liens. Company will not create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any Patent or Trademark listed on Exhibits A and B (as updated from time to time pursuant to Section 3(a) or 3(b) of this Agreement), or any income or profits therefrom, except for Permitted Liens.

(e) **No Sale.** Except as permitted in accordance with Section 7.4 of the Credit Agreement, until termination of all the commitments of Wells Fargo under the Credit Agreement to provide any further extensions of credit and payment in full of the Obligations, the Company will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to the Patents or Trademarks listed on Exhibits A and B (as updated from time to time pursuant to Section 3(a) or 3(b) of this Agreement).

(f) **Maintenance.** Company will at its own expense maintain and preserve the Patents and the Trademarks that are necessary or useful in the proper conduct of its business, Permitted Dispositions excepted (and except where the failure to so preserve and maintain such Patents and Trademarks could not reasonably be expected to result in a Material Adverse Change) including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Wells Fargo's Right to Take Action.** If an Event of Default occurs under Section 9.2(c) of the Credit Agreement as a result of Company's failure to perform or observe any of its covenants or agreements set forth in this Section 3, then immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** In accordance with Section 17.9 of the Credit Agreement, Company shall reimburse Wells Fargo for all Lender Expenses in connection with the exercise of the rights of Wells Fargo under this Agreement.

(i) **Power of Attorney.** In addition to any appointment pursuant to Section 10.5(e) of the Credit Agreement, in order to facilitate Wells Fargo's taking action under subsection (g) and exercising its rights under Section 5, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.


6. Miscellaneous. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to and accepted by Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations (other than payment in full of the Obligations).

7. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to the Company by Wells Fargo, this Agreement, and the rights granted hereunder to Wells Fargo, shall be terminated and, upon request by the Company, Wells Fargo shall provide a written termination statement to the effect that Wells Fargo no longer claims a security interest under this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DR. MIRACLE'S, INC.

By 
Its _____

Wells Fargo Bank, National Association

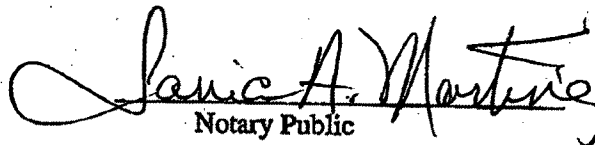
WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____

Its Authorized Signatory

STATE OF New York
COUNTY OF Queens

The foregoing instrument was acknowledged before me this 21 day of June, 2013, by Kristen Lambert the CEO of Dr. Miracle's, Inc., a Delaware corporation, on behalf of the corporation.


Notary Public

STATE OF _____)
COUNTY OF _____)

TANIA A. MARTINEZ
Notary Public, State of New York
No. 01MA6026171
Qualified in Queens County
Commission Expires June 7, 2015

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

By _____
Its _____

Wells Fargo Bank, National Association
100 Park Avenue
2nd Floor
New York, NY 10017

WELLS FARGO BANK, NATIONAL ASSOCIATION

By [Signature]
(Richard Mahitani)
Its Authorized Signatory

STATE OF _____)

COUNTY OF _____)

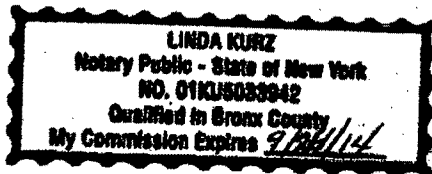
The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, the _____ of _____, a _____ corporation, on behalf of the corporation.

Notary Public

STATE OF New York)

COUNTY OF New York)

The foregoing instrument was acknowledged before me this 26th day of June, 2013, by Richard Mahitani, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.



[Signature]
Notary Public

EXHIBIT A

None