

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
KISS MY FACE, LLC		07/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	MARQUETTE BUSINESS CREDIT SPE I, LLC
Street Address:	333 S. Grand Ave., Suite 2350
Internal Address:	Attn: Portfolio Manager
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	3309456	3WAY COLOR
Registration Number:	3158568	ACTIVE ATHLETIC
Registration Number:	4157753	ACTIVE LIFE
Registration Number:	3248615	ALMOST BUTTER
Registration Number:	2789894	BARE NAKED
Registration Number:	4186701	BETTER SOAP PEACE SOAP BETTER WORLD
Registration Number:	2580428	BIG BODY
Registration Number:	2807490	BIG KISS
Registration Number:	3464832	BREAK OUT
Registration Number:	3418350	C THE CHANGE
Registration Number:	2805914	C'S THE DAY
Registration Number:	2982091	CELL MATE
Registration Number:	2984160	CLEAN FOR A DAY

CH \$1915.00 3309456

Registration Number:	3065090	COLD & FLU BATH
Registration Number:	3214537	DO WHAT COMES NATURALLY
Registration Number:	3500994	DO WHAT COMES NATURALLY
Registration Number:	2309910	EARLY TO BED
Registration Number:	2309911	EARLY TO RISE
Registration Number:	3920352	ECONOMICALLY FRIENDLY
Registration Number:	3005002	FACE FACTOR
Registration Number:	2833327	FILTHY RICH
Registration Number:	2241307	GERMSASIDE
Registration Number:	2217924	HOLD UP!
Registration Number:	2794325	HOT SPOTS
Registration Number:	3319326	IN THE PINK
Registration Number:	1902308	KISS AND GO!
Registration Number:	2695981	KISS KIDS
Registration Number:	2706187	KISS MY FACE
Registration Number:	1513297	KISS MY FACE
Registration Number:	2301324	KISS MY FACE
Registration Number:	4229593	KISS MY FACE
Registration Number:	1991868	KISS MY FACE
Registration Number:	3334874	KISSES ON TRIAL
Registration Number:	3590613	KISS MY FACE MOISTURE SOAP
Registration Number:	4268625	KISS MY FACE PEACE
Registration Number:	4200053	KISS MY FACE SHIMMER
Registration Number:	3120755	KISS MY FACE TRIPLE ACTION
Registration Number:	3120784	KISS MY FACE WHITENING
Registration Number:	3978448	LICK MY FACE
Registration Number:	3547612	LIP ACTION
Registration Number:	2580430	MISS TREATED
Registration Number:	3199912	MOISTURE SHAVE
Registration Number:	4260759	NATURAL EFFECTIVE CRUELTY-FREE
Registration Number:	3294015	OBSESSIVELY EYEWITNESS ORGANIC
Registration Number:	3357185	OBSESSIVELY NATURAL
Registration Number:	3862823	OBSESSIVELY NATURAL KIDS
Registration Number:	2748862	OBSESSIVELY ORGANIC
Registration Number:	3420948	OLIVE & ALOE

	3547974	OLIVE MY BODY
Registration Number:	3385241	PART OF THE EQUIPMENT
Registration Number:	4161256	PASSIONATELY NATURAL INCREDIBLY EFFECTIV
Registration Number:	2368794	PEACEFUL PATCHOULI
Registration Number:	3475145	PEACHES & CREME
Registration Number:	3473947	ROUGH SEAS
Registration Number:	2553790	ROUGH THYME
Registration Number:	3634808	SCENTSLESS
Registration Number:	3713021	SHEER ORGANIC SHIMMER
Registration Number:	3713020	SHEER ORGANIC SHINE
Registration Number:	2834677	SO REFINED
Registration Number:	3379458	SPORTS COMPLEX
Registration Number:	3290847	START UP
Registration Number:	3179010	SUDZ
Registration Number:	2278436	SUN SWAT
Registration Number:	2314514	SWYFLOTTER
Registration Number:	3091150	TREATMINT
Registration Number:	2834675	UNDER AGE
Registration Number:	2574612	UPPER MANAGEMENT
Registration Number:	2580429	WHENEVER
Serial Number:	85652916	AROMATHERAPEUTIC
Serial Number:	85905703	KISS MY FACE
Serial Number:	85905675	KISS MY FACE
Serial Number:	85719674	MOISTURE SHAVE
Serial Number:	85638546	NOURISH NATURALLY WITH OUR BOTANICAL BLE
Serial Number:	85710758	OLIVE & ALOE
Serial Number:	85552363	ROLL WITH IT
Serial Number:	85957794	TROPICAL INDULGENCE

CORRESPONDENCE DATA

Fax Number: 2134432926

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

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

TRADEMARK
REEL: 005081 FRAME: 0603

Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	13EB-178144
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	07/31/2013

Total Attachments: 17
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of July 12, 2013, by and between KISS MY FACE, LLC, a Delaware limited liability company ("Grantor"), and MARQUETTE BUSINESS CREDIT SPE I, LLC, a Minnesota limited liability company with its chief executive office and principal place of business located in Dallas County, Texas ("Secured Party"), with reference to the following facts:

RECITALS

A. Grantor and Secured Party are parties to that certain Loan and Security Agreement, of even date herewith (as it has been or may be renewed, extended, amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Secured Party has provided certain credit facilities to Grantor. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

B. In order to induce Secured Party to provide such financing to Grantor, in addition to the other Loan Documents, Grantor is willing to enter into this Agreement with Secured Party to secure the Obligations.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, provided, that no security interest shall be granted in any U.S. intent-to-use trademark application to the extent that, and during the period in which, the grant of a security interest

therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in Schedule 2(b), Grantor's rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business, as set forth in this Agreement and as otherwise may be permitted under the Loan Agreement;

(e) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor made or filed in respect of any patents, copyrights or trademarks, if any, during the quarter and the status of any outstanding applications or registrations that had been previously included in one of such reports (until such patent has been issued or such copyright or trademark application or registration completed). Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) promptly advise Secured Party in writing of material infringements of the Trademarks, Patents and Copyrights of which it becomes aware, and (iii) not allow

any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, if such abandonment, forfeiture or dedication to the public could reasonably result in a Material Adverse Effect;

(h) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registerable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(i) Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing;

(j) Secured Party may audit the Collateral to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing;

(k) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the Obligations;

(l) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(m) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(n) Upon any officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any material part of the Collateral, the ability of Grantor to dispose of any Collateral (where such inability to dispose of the Collateral could reasonably be expected to have a Material Adverse Effect) or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

4. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have

done so during the prior six month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the Texas Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty, covenant or agreement made by Grantor in this Agreement.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the Texas Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or

asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. 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.

13. Governing Law; Venue.

(a) THIS AGREEMENT, THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT AND OF ANY PROVISION OF THIS AGREEMENT AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS NOT INCLUDING CONFLICTS OF LAWS RULES.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES OF AMERICA FOR THE CENTRAL DISTRICT OF CALIFORNIA, OR IN THE COURTS OF THE STATE OF TEXAS OR OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF TEXAS, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF GRANTOR AND SECURED PARTY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF GRANTOR AND SECURED PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO VENUE ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION. NOTWITHSTANDING THE FOREGOING, SECURED PARTY SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION SECURED PARTY DEEMS NECESSARY OR APPROPRIATE IN ORDER TO EXERCISE REMEDIES WITH RESPECT TO THE COLLATERAL.

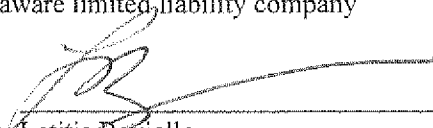
14. Payment and Performance. All required payments on the Obligations shall be made to Marquette, at Marquette's chief executive office in Dallas, Dallas County, Texas.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

KISS MY FACE, LLC,
a Delaware limited liability company

By: 
Name: Letitia Baviello
Title: Chief Financial Officer

SECURED PARTY:

MARQUETTE BUSINESS CREDIT SPE I, LLC,
a Minnesota limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

KISS MY FACE, LLC,
a Delaware limited liability company

By: _____
Name: Letitia Baviello
Title: Chief Financial Officer

SECURED PARTY:

MARQUETTE BUSINESS CREDIT SPE I, LLC,
a Minnesota limited liability company


By:  _____
Name: Xavier Gannon
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

See attached.

KISS MY FACE: UNITED STATES TRADEMARKS		
NAME	Registration #; Serial #	Date Issued
3Way Color	R 3309456	10.9.07
Active Athletic	R 3158568	10.17.2006
Active Life	R 4157753	6.12.2012
Almost Butter	R 3248615	5/29/2007
Aromatherapeutic	Serial No. 85652916	9/19/2000
Bare Naked	R 2789894	12/2/2003
Better Soap Peace Soap Better World	R 4186701	8.7.2012
Big Body	R 2580428	6/11/2002
Big Kiss	R 2807490	1/20/2004
Break Out	R 3464832	7.8.2008
C the Change	R 3418350	4.29.2008
C'S The Day	R 2805914	1/13/2004
Cell Mate	R 2982091	8/2/2005
Clean For A Day	R 2984160	08.09.05
Cold & Flu Bath	R 3065090	5.07.06
Do What Comes Naturally - Cosmetics	R 3214537	3.6.2007
Do What Comes Naturally - General goods	R 3500994	9.16.08
Early to Bed	R 2309910	1.18.2000
Early to Rise	R 2309911	1.18.00
Economically Friendly	R 3920352	2.15.2011
Face Factor	R 3005002	10.04.05
Filthy Rich	R 2833327	4.13.04
Germs Aside	R 2241307	4.20.99
Hold Up!	R 2217924	1.12.99
Hot Spots	R 2794325	12.16.03
In The Pink	R 3319326	10.23.2007

Kiss And Go!	R 1902308	7.4.95
Kiss Kids	R 2695981	03.11.03
Kiss My Face-Class 25	R 2706187	4.15.03
Kiss My Face-Class 3	R 1513297	11.22.88
Kiss My Face-Class 3	R 2301324	12.21.99
Kiss My Face-Class 3 w/sun	R 4229593	10.23.12
Kiss My Face-Class 42	R 1991868	8.06.96
Kiss My Face	Serial No. 85905703	
Kiss My Face	Serial No. 85905675	
Kisses On Trial	R 3334874	11.13.2007
KMF Moisture Soap	R 3590613	3.17.2009
KMF Peace	R 4268625	1.1.2013
KMF Shimmer	R 4200053	8.28.2012
KMF Triple Action	R 3120755	7.25.06
KMF Whitening	R 3120784	7.25.2006
Lick My Face	R 3978448	6.14.2011
Lip Action	R 3547612	12.16.08
Miss Treated	R 2580430	6.11.02
Moisture Shave	R 3199912; S 78727163	1.16.07
Moisture Shave	Serial No. 85719674	
Natural Effective Cruelty-free	R 4260759	12.18.2012
Nourish Naturally With Our Botanical Blends	Serial no. 85638546	
Obsessively Eyewitness Organic and Design	R 3294015	9/18/2007
Obsessively Natural	R 3357185	12.18.2007
Obsessively Natural Kids	R 3862823	10.19.2010
Obsessively Organic	R 2748862	8.05.03
Olive & Aloe	R 3420948; S 77252404	4.29.2008
Olive & Aloe	Serial no. 85710758	
Olive My Body	R 3547974	12.16.08
Part of the Equipment	R 3385241	
Passionately Natural Incredibly Effective	R 4161256	6.19.2012

Peaceful Patchouli	R 2368794	7.18.00
Peaches & Crème	R 3475145	7.29.2008
Roll With It	S 85552363 in progress	2.24.2012
Rough Seas	R 3473947	7.22.2008
Rough Thyme	R 2553790	3.26.02
Scentsless - kids products	R 3634808	6.9.2009
Sheer Organic Shimmer	R 3713021	11.17.2009
Sheer Organic Shine	R 3713020	11.17.2009
So Refined	R 2834677	4.20.04
Sports Complex	R 3379458	2.5.2008
Start Up	R 3290847	9.11.07
SUDZ & DESIGN - new	R 3179010	12.05.06
SunSwat	R 2278436	9.14.99
Swyflotter	R 2314514	2.01.05
Treatmint	R 3091150	5.09.06
Tropical Indulgence	S 85957794 in progress	6.12.2013
Under Age	R 2834675	4.20.04
Upper Management	R 2574612	5.28.02
Whenever	R 2580429	6.11.02

KISS MY FACE: INTERNATIONAL TRADEMARKS			
COUNTRY / KMF TM NAME unless otherwise noted	CLASS	REG #	DATE ISSUED
Argentina	3	2157638	5.11.2007
Australia	3	A592643	12.17.92
Barbados	3	81/21163	11.17.2005
Benelux	3	600863	05.13.96
Bulgaria	3	81350 (60284)	7.17.2007
Canada ACTIVE LIFE	3	1569158 in progress	3.16.2012
Canada DOWNTIME	3	TMA 709854	3.18.2008
Canada KISS MY FACE	1, 2, 3, 4, 5	TMA 298898	1.4.1985
Canada KMF MOISTURE SOAP	3	TMA 791080	2.17.2011
Canada KMF PEACE & DESIGN	3	1502186 in progress	10.26.2010
Canada KMF SHIMMER	3	1569156 in progress	3.16.2012
Canada KISS KIDS	1, 2	TMA 574850	1.31.2003
Canada MOISTURE SHAVE	3	TMA 761301	3.10.2010
Canada NATURAL EFFECTIVE CRUELTY-FREE	3	1594215 in progress	9.14.2012
Canada NOURISH NATURALLY WITH OUR BOTANICAL BLENDS	3	1594279 in progress	9.14.2012
Canada OBSESSIVELY NATURAL	1,2,3,4,5,6	TMA 728491	11.17.2008
Canada OBSESSIVELY NATURAL KIDS	3	TMA 845274	3.5.2013
Canada SUDZ & DESIGN	3	TMA 656896	01.18.06
Chile	3	717506	05.25.06
China: minimal goods list	3	1080901	8.21.1997
China: extensive goods list	3	1160216	7.1.2005
China: extensive goods list	3	5649844	11.7.2009
Colombia	3	6034938	7.6.2007
Costa Rica	3	159715	6.12.06
Czech Republic: covered in EU Comm	3, 4, 5, 25, 35	1832724	4.17.2002
Denmark	3	VR 1994 07238	10.28.04

Dominican Republic	3	135683	06.15.03
El Salvador	3	193	3.8.2007
European Community* - KMF	3, 25, 42	4342085	3.16.2005
European Community* - SUDZ	3, 5	3092855	3.12.2003
European Comm* - KISS MY FACE, LOGO	3,4,5,25, 35	1832724	08.30.00
Egypt	3	276430 in progress	4.8.2013
Finland	3	143630	04.22.96
France	3	93/461838	3.29.2003
Germany	3	2 059 081	12.31.1992
Greece		124441	12.17.97
Hong Kong	3	98/07346	07.08.95
Hong Kong SUDZ & LOGO	3	300221606	05.27.04
Iceland	3	1082/2004	9.6.2004
India (Banagalore)	3	1362740	6.6.2005
Indonesia	3	IDM000312529	7.12.2011
Israel	3	97380	3.3.1995
Italy	3	678620	11.26.1993
Japan	3,4,25	4726564	11.14.2003
Japan SUDZ & LOGO	3	52999/2004	6.8.2004
Kenya	3	61403	3.23.2008
Korea: Class 3	3; classes were combined, goods amended, renewed 7.28.06	70-2001-266	06.12.07
Korea: Class 12		340, 981	6.9.2003
Korea: Class 13		353, 691	05.30.01
Latvia	3	M48949	1.20.2002
Lebanon	3, 25	82125	12.29.1999
Mexico	3	656228	5.30.2000
New Zealand	3	238957	12.29.99
Norway - limited products	3	172721	5.2.1996
Norway - cosmetics/lip balm	3	189653	5.30.1998
Panama	3	144945	7.4.2006

Peru	3	20408	04.30.98
Philippines	3	4-1995-103279	1.15.2002
Poland	3	103597	10.20.05
Russia KMF & LOGO	3, 4, 5, 25	2000729006	11.15.2000
Saudi Arabia	3	29972	09.06.05
Singapore	3	T9406801F	8.8.2004
	3	T9706166G	5.28.2007
	3	T0621242Z	10.11.2006
South Africa	3	2007/11925	7.2.2007
Spain	3	1966441	7.5.1996
Sweden - cosmetics/lip balm	3	R330243	5.13.1997
Sweden - EU Community	3, 4, 25, 35	004342085	3.16.2005
Sweden - logo EU Comm	3, 4, 5, 25, 35	001832724	8.30.2000
Taiwan ON BODY	3	96021161	5.8.2007
Taiwan KISS MY FACE	3	93028809	6.23.2004
Thailand SUDZ & LOGO	3	554302	6.1.2004
Thailand	3	5759333	12.15.2004
Turkey	3	160580	5.5.1995
* European Community Trademark covers the following countries: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Rumania, Slovakia, Slovenia, Spain, Sweden, Netherlands, United Kingdom.			

SCHEDULE 2(b)