

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
Golden Sun, Inc.		09/20/2013	CORPORATION: CALIFORNIA
Golden Sun Holdings, Inc.		09/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	3917719	GROWWORKS
Registration Number:	3951551	GROWWORKS
Registration Number:	3917720	GROWWORKS STOP THE BREAKAGE LOVE THE GROW
Registration Number:	3917721	STOP THE BREAKAGE · LOVE THE GROWTH
Registration Number:	3912231	STOP THE BREAKAGE LOVE THE GROWTH
Registration Number:	3931808	ABS COMPLEX
Registration Number:	3975432	ABS COMPLEX ANTI-BREAKAGE SYSTEM ADVANCE
Registration Number:	3959887	MONKEY BRAINS
Registration Number:	4010508	MONKEY BRAINS CRAZY STICKY
Registration Number:	4068413	MONKEY BRAINS GONE BANANAS
Registration Number:	4075058	MONKEY BRAINS GOOP OUT
Registration Number:	4010507	MONKEY BRAINS PSYCHO STICKY
Registration Number:	3995259	MONKEY BRAINS SUPER SOFTY

OP \$1615.00 3917719

Registration Number:	3995261	MONKEY BRAINS SUPER STICKY
Registration Number:	3995262	MONKEY BRAINS TWISTED STICKY
Registration Number:	1640149	LA BELLA
Registration Number:	1386450	GOLDEN SUN
Registration Number:	1386509	GOLDEN SUN
Registration Number:	2172378	LA BELLA
Registration Number:	2570554	LIGHT'NING GEL
Registration Number:	2418727	LINIMENTO OBRERO
Registration Number:	2996463	LA BELLA
Registration Number:	3555193	REAL SOLUTIONS
Registration Number:	0982978	DEP
Registration Number:	3276453	DEP
Registration Number:	1698676	L.A. LOOKS
Registration Number:	3210950	LA L.A. LOOKS
Registration Number:	3211480	L.A. LOOKS ABSOLUTE STYLING
Registration Number:	2064275	PURE & NATURAL
Registration Number:	3881777	PURE & NATURAL
Registration Number:	2064273	PURE & NATURAL
Registration Number:	2064274	PURE & NATURAL
Registration Number:	3676940	P&N
Registration Number:	3527453	EST. 1982 P&N COMPANY
Registration Number:	3510218	
Registration Number:	2432453	THICKER FULLER HAIR
Registration Number:	2367329	THICKER FULLER HAIR
Registration Number:	3849582	THICKER FULLER HAIR
Registration Number:	2670748	
Registration Number:	1817322	ZERO-FRIZZ
Registration Number:	3220686	IT'S EVERY MAN'S STYLE
Registration Number:	3403035	M GROOM
Registration Number:	3765457	ABSOLUTE STYLING
Serial Number:	85234507	BEACHY MEGA WAVES
Registration Number:	4121172	CASHMERE CURLS
Registration Number:	3332651	DURAHOLD
Registration Number:	3332618	MANE TAMER
Registration Number:	3941589	NUTRA CURL

	3353533	PARTY HARD
Registration Number:	3982190	POLISH PERFECT
Registration Number:	3790985	POWER SPIKES
Registration Number:	2166449	STRAIGHT OUT
Registration Number:	2171293	STRAIGHT OUT
Registration Number:	3801009	TOUCHABLE POWER
Registration Number:	4309527	VA-VA VOLUME
Registration Number:	3957643	NURTURE YOURSELF AND THE WORLD AROUND YO
Registration Number:	3373546	CONDITIONING SILK
Registration Number:	3477316	MAKE HIM SWEAT
Registration Number:	3373543	SOFT CASHMERE
Registration Number:	3320962	100% RESCUE
Registration Number:	3493900	CURL RESCUE
Registration Number:	3370345	FINISH FIX
Registration Number:	0891693	SOFT & DRI
Serial Number:	86021016	ZERO FRIZZ THE SCIENCE OF SMOOTH

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-13069
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	09/23/2013

Total Attachments: 14
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks) (this "Agreement") made as of this 20th day of September, 2013 by **GOLDEN SUN, INC.**, a California corporation (the "Grantor") in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, as borrower (sometimes referred to herein as the "Borrower"), Lenders and Agent are parties to that certain Revolving Credit and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the State of New York, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title, and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any reissues,

continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I hereto constitute all Trademarks owned or registered to Grantor as of the date of this Agreement.

5. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GOLDEN SUN, INC.

By: 

Name: Jon Achenbaum

Title: President and Chief Executive Officer

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: Thomas J. Lorenz

Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)]

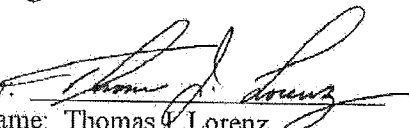
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GOLDEN SUN, INC.

By: _____
Name: Jon Achenbaum
Title: President and Chief Executive Officer

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Thomas G. Lorenz
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *CT* : SS
COUNTY OF *Fairfield*

On this *14* day of September, 2013 before me personally appeared Jon Achenbaum, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Golden Sun, Inc., that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Anne Marie Zottoli
Notary Public
My Commission Expires

ANNE MARIE ZOTTOLI
NOTARY PUBLIC - State of Connecticut
My Commission Expires
May 31, 2016

Jon Achenbaum

**[NOTARY ACKNOWLEDGMENT - INTELLECTUAL PROPERTY SECURITY
AGREEMENT (TRADEMARKS)]**

**SCHEDULE I
REGISTERED TRADEMARKS**

Country	Trademark	Reg #	/Reg Date	Status
United States	GROWORKS	3,917,719	02/08/2011	REGISTERED
United States	GROWORKS (DESIGN MARK)	3,951,551	04/26/2011	REGISTERED
United States	GROWORKS STOP THE BREAKAGE LOV	3,917,720	02/08/2011	REGISTERED
United States	STOP THE BREAKAGE · LOVE THE G	3,917,721	02/08/2011	REGISTERED
United States	STOP THE BREAKAGE, LOVE THE GR	3,912,231	01/25/2011	REGISTERED
United States	ABS COMPLEX	3,931,808	03/15/2011	REGISTERED
United States	ABS COMPLEX ANTI-BREAKAGE SYST	3,975,432	06/07/2011	REGISTERED
United States	MONKEY BRAINS	3,959,887	05/10/2011	REGISTERED
United States	MONKEY BRAINS CRAZY STICKY	4,010,508	08/09/2011	REGISTERED
United States	MONKEY BRAINS GONE BANANAS	4,068,413	12/06/2011	REGISTERED
United States	MONKEY BRAINS GOOP OUT	4,075,058	12/20/2011	REGISTERED
United States	MONKEY BRAINS PSYCHO STICKY	4,010,507	08/09/2011	REGISTERED
United States	MONKEY BRAINS SUPER SOFTY	3,995,259	07/12/2011	REGISTERED
United States	MONKEY BRAINS SUPER STICKY	3,995,261	07/12/2011	REGISTERED
United States	MONKEY BRAINS TWISTED STICKY	3,995,262	07/12/2011	REGISTERED
United States	LA BELLA	1,640,149	04/09/1991	REGISTERED
United States	GOLDEN SUN	1,386,450	03/18/1986	REGISTERED
Mexico	GOLDEN SUN	621109	08/31/1999	REGISTERED
United States	GOLDEN SUN	1,386,509	03/18/1986	REGISTERED
Mexico	GOLDEN SUN	621110	08/31/1999	REGISTERED
United States	TORO MACHO			DOCKETED
United States	LA BELLA	2,172,378	07/14/1998	REGISTERED
California	LA BELLA	88213	07/22/1988	REGISTERED
United States	LIGHT'NING GEL	2,570,554	05/21/2002	REGISTERED
United States	LINIMENTO OBRERO	2,418,727	01/09/2001	REGISTERED
United States	LA BELLA and Design	2,996,463	09/20/2005	REGISTERED

Country	Trademark	Reg #	/Reg Date	Status
United States	REAL SOLUTIONS	3,555,193	12/30/2008	REGISTERED
California	LA BELLA	88212	07/22/1988	REGISTERED
Canada	DEP & Design	TMA707,713	02/19/2008	REGISTERED
Canada	DEP & Design (in oval)	TMA564,113	06/27/2002	REGISTERED
Canada	L.A. LOOKS	TMA341,027	05/27/1988	REGISTERED
Canada	L.A. LOOKS & Design	TMA666,343	06/20/2006	REGISTERED
Canada	SOFT & DRI	TMA557,342	02/04/2002	REGISTERED
Canada	ZERO-FRIZZ	TMA510,496	04/07/1999	REGISTERED
United States	DEP	0,982,978	04/30/1974	REGISTERED
United States	DEP Logo (2004)	3,276,453	08/07/2007	REGISTERED
United States	L.A. LOOKS	1,698,676	07/07/1992	REGISTERED
United States	LA L.A. LOOKS & Design (in Col	3,210,950	02/20/2007	REGISTERED
United States	L.A. LOOKS ABSOLUTE STYLING	3,211,480	02/20/2007	REGISTERED
United States	PURE & NATURAL	2,064,275	02/27/1997	REGISTERED
United States	PURE & NATURAL	3,881,777	11/23/2010	REGISTERED
United States	PURE & NATURAL Stylized	2,064,273	05/27/1997	REGISTERED
United States	PURE & NATURAL Design	2,064,274	05/27/1997	REGISTERED
United States	P&N	3,676,940	09/01/2009	REGISTERED
United States	P&N Logo	3,527,453	11/04/2008	REGISTERED
United States	SOFT & DRI	890,693	05/26/1970	REGISTERED
United States	SOFT & DRI (color/trade dress)	3,510,218	09/30/2008	REGISTERED
United States	THICKER FULLER HAIR	2,432,453	03/06/2001	REGISTERED
United States	THICKER FULLER HAIR	2,367,329	07/18/2000	REGISTERED
United States	THICKER FULLER HAIR	3,849,582	09/21/2010	REGISTERED
United States	THICKER FULLER HAIR Logo	2,670,748	01/07/2003	REGISTERED
United States	ZERO FRIZZ	1,817,322	01/18/1994	REGISTERED
Canada	CONDITIONING SILK	TMA747,025	09/04/2009	REGISTERED
Canada	COOL & CLEAN	TMA555,148	12/06/2001	REGISTERED
Canada	DOUX BONHEUR	TMA761,388	03/11/2010	REGISTERED
Canada	FRAÎCHE ET PROPRE	TMA753,517	11/19/2009	REGISTERED
Canada	REVES SATINES	TMA741,666	06/09/2009	REGISTERED
Canada	SATIN DREAMS	TMA740,963	05/28/2009	REGISTERED
Canada	FINISH FIX	TMA709,830	03/18/2008	REGISTERED
United States	IT'S EVERY MAN'S STYLE	3,220,686	03/20/2007	REGISTERED

Country	Trademark	Reg #	/Reg Date	Status
United States	M GROOM	3,403,035	03/25/2008	REGISTERED
United States	ABSOLUTE STYLING	3,765,457	03/23/2010	REGISTERED
United States	BEACHY MEGA WAVES	85/234,507	04/23/2013	REGISTERED
United States	CASHMERE CURLS	4,121,172	04/03/2012	REGISTERED
United States	DURAHOLD	3,332,651	11/06/2007	REGISTERED
United States	MANE TAMER	3,332,618	11/06/2007	REGISTERED
United States	NUTRA CURL	3,941,589	04/05/2011	REGISTERED
United States	PARTY HARD	3,353,533	12/11/2007	REGISTERED
United States	POLISH PERFECT	3,982,190	06/21/2011	REGISTERED
United States	POWER SPIKES	3,790,985	05/18/2010	REGISTERED
United States	STRAIGHT OUT	2,166,449	06/16/1998	REGISTERED
United States	STRAIGHT OUT (Stylized)	2,171,293	07/07/1998	REGISTERED
United States	TOUCHABLE POWER	3,801,009	06/08/2010	REGISTERED
United States	VA-VA VOLUME	4,309,527	03/26/2013	REGISTERED
United States	NURTURE YOURSELF AND THE WORLD	3,957,643	05/10/2011	REGISTERED
United States	CONDITIONING SILK	3,373,546	01/22/2008	REGISTERED
United States	MAKE HIM SWEAT	3,477,316	07/29/2008	REGISTERED
United States	SOFT CASHMERE	3,373,543	01/22/2008	REGISTERED
United States	100% RESCUE	3,320,962	10/23/2007	REGISTERED
United States	CURL RESCUE	3,493,900	08/26/2008	REGISTERED
United States	FINISH FIX	3,370,345	01/15/2008	REGISTERED
Argentina	L.A. LOOKS	2008148	01/28/2005	REGISTERED
Aruba	SOFT & DRI	26736	10/08/2007	REGISTERED
Australia	DEP	730949	03/26/1997	REGISTERED
Australia	SOFT & DRI	B249352	05/13/1969	REGISTERED
Australia	SOFT & DRI	B228879	05/13/1969	REGISTERED
Australia	ZERO FRIZZ	969838	09/10/2003	REGISTERED
Bahamas	SOFT & DRI	5801	04/29/1969	REGISTERED
Bahrain	DEP	12982	11/25/1989	REGISTERED
Bahrain	L.A. LOOKS	13444	06/23/1990	REGISTERED
Bangladesh	L.A. LOOKS			FILED*
Barbados	SOFT & DRI	81/3871	05/24/1972	REGISTERED
Belize	SOFT & DRI	488607	09/11/2007	REGISTERED
Bermuda	SOFT & DRI	6276	06/04/1969	REGISTERED
Brazil	DEP	816534918	03/22/2005	REGISTERED
Brazil	L.A. LOOKS	817247467	11/15/1994	REGISTERED
Brazil	ZERO FRIZZ	819630845	04/27/1999	REGISTERED
Brunei	DEP	36113	03/23/2001	REGISTERED

Country	Trademark	Reg #	/Reg Date	Status
Brunei	L.A. LOOKS	36110	03/23/2001	REGISTERED
Cayman Islands	SOFT & DRI	2483631	06/17/2009	REGISTERED
Chile	L.A. LOOKS	873047	12/27/1989	REGISTERED
Chile	SOFT & DRI	827805	09/17/2008	REGISTERED
Chile	ZERO FRIZZ	554867	12/03/1999	REGISTERED
China P.R.	DEP	1050501	07/14/1997	REGISTERED
China P.R.	DEP	909286	12/07/1996	REGISTERED
China P.R.	DEP	503302	11/10/1989	REGISTERED
China P.R.	DEP	677219	02/13/1994	REGISTERED
China P.R.	DEP	664893	11/07/1993	REGISTERED
China P.R.	DEP	633035	03/10/1993	REGISTERED
China P.R.	DEP	892283	11/07/1996	REGISTERED
China P.R.	DEP & SUN Design	1146378	01/28/1998	REGISTERED
China P.R.	DEP (Logo & Chinese)	6880288	04/28/2010	REGISTERED
China P.R.	DEP in Chinese Characters	1265189	04/21/1999	REGISTERED
China P.R.	DEP in Chinese Characters	909405	12/07/1996	REGISTERED
China P.R.	L.A. LOOKS	681972	03/14/1994	REGISTERED
China P.R.	L.A. LOOKS & Device	502193	10/30/1989	REGISTERED
China P.R.	ZERO FRIZZ	1332622	11/14/1999	REGISTERED
Colombia	DEP	258110	04/19/2002	REGISTERED
Colombia	L.A. LOOKS	160396	05/30/1994	REGISTERED
Costa Rica	DEP	82680	05/13/1993	REGISTERED
Costa Rica	L.A. LOOK	77861	12/05/1991	REGISTERED
Costa Rica	L.A. LOOKS	91918	06/23/1995	REGISTERED
Costa Rica	SOFT & DRI	41394	09/07/1970	REGISTERED
Denmark	SOFT & DRI	3322/1970	10/30/1970	REGISTERED
Dominican Republic	DEP	53384	05/15/1992	REGISTERED
Dominican Republic	L.A. LOOKS	53383	05/15/1992	REGISTERED
Dominican Republic	L.A. LOOKS	192114	01/02/2012	REGISTERED
Dominican Republic	SOFT & DRI	20285	02/14/1972	REGISTERED
Dominican Republic	ZERO FRIZZ	88160	02/15/1997	REGISTERED
Ecuador	DEP	1-2323-95	07/12/1995	REGISTERED
Ecuador	L.A. LOOKS	1341-93	05/20/1993	REGISTERED
Ecuador	PURE & NATURAL	339-07	03/15/2006	REGISTERED
Ecuador	SOFT & DRI	391/71	01/22/1970	REGISTERED

Country	Trademark	Reg #	/Reg Date	Status
Ecuador	ZERO FRIZZ	1141598	03/19/1998	REGISTERED
El Salvador	SOFT & DRI	18278	06/07/1970	REGISTERED
Finland	SOFT & DRI	57297	09/07/1970	REGISTERED
Guatemala	DEP	69260-108-150	07/13/1993	REGISTERED
Guatemala	SOFT & DRI	238948063	08/25/1971	REGISTERED
Guyana	SOFT & DRI	21786A	12/27/2006	REGISTERED
Haiti	SOFT & DRI	337/155	08/01/2007	REGISTERED
Honduras	L.A. LOOKS	64040	01/10/1996	REGISTERED
Hong Kong	L.A. LOOKS	1991B1294	04/26/1991	REGISTERED
Hong Kong	SOFT & DRI	B336/1981	12/08/1976	REGISTERED
Hong Kong	ZERO FRIZZ	1997B10391	10/22/1997	REGISTERED
Iraq	DEP*			FILED
Iraq	LA LOOKS*			FILED
Ireland	LA LOOKS	B137676	01/29/1990	REGISTERED
Jamaica	SOFT & DRI	B18214	07/10/1969	REGISTERED
Japan	DEP	850122	03/19/1970	REGISTERED
Japan	LA. LOOKS	2711817	12/26/1995	REGISTERED
Japan	LA. LOOKS	3195484	09/30/1996	REGISTERED
Japan	LA. LOOKS	2676453	06/29/1994	REGISTERED
Japan	SOFT & DRI	1977916	08/19/1987	REGISTERED
Japan	ZERO FRIZZ	4160935	06/26/1998	REGISTERED
Jordan	DEP	74603	03/25/2004	REGISTERED
Jordan	LA LOOKS	5216	09/28/1994	REGISTERED
Kuwait	DEP	22077	11/22/1989	REGISTERED
Kuwait	LA LOOKS	22702	06/27/1990	REGISTERED
Latvia	ZERO FRIZZ	M46260	06/20/2000	REGISTERED
Mexico	DURAHOLD	994368	07/24/2007	REGISTERED
Mexico	LA LOOKS	912577	12/07/2005	REGISTERED
Mexico	LA LOOKS	403236	08/11/1992	REGISTERED
Mexico	LA LOOKS and Design	866898	01/31/2005	REGISTERED
Mexico	LA LOOKS and Design	364578	07/17/1989	REGISTERED
Mexico	LA LOOKS and Design	791872	05/21/2003	REGISTERED
Mexico	PURE & NATURAL	388364	12/14/1990	REGISTERED
Mexico	SOFT & DRI	161367	09/10/1970	REGISTERED
Mexico	100% RESCUE	918630	01/09/2006	REGISTERED
Mexico	ZERO FRIZZ	535684	10/31/1996	REGISTERED
Morocco	SOFT & DRI	114227	11/28/2007	REGISTERED
Netherlands	SOFT & DRI	7639	05/20/1970	REGISTERED

Country	Trademark	Reg #	/Reg Date	Status
Antilles				
New Zealand	DEP	166264	06/25/1986	REGISTERED
New Zealand	LA LOOKS	225031	02/19/1993	REGISTERED
New Zealand	SOFT & DRI	B90401	06/03/1969	REGISTERED
New Zealand	ZERO FRIZZ	728057	04/13/2005	REGISTERED
Nicaragua	LA LOOKS	22628	01/21/1993	REGISTERED
Nicaragua	SOFT & DRI	22357	03/11/1970	REGISTERED
Oman	DEP	2098	04/18/1993	REGISTERED
Oman	LA LOOKS	32930	03/27/2004	REGISTERED
Pakistan	DEP	113938	01/08/1992	REGISTERED
Panama	DEP	61311	07/24/1995	REGISTERED
Panama	LA LOOKS	55447	02/17/1994	REGISTERED
Panama	LA LOOKS	60054	02/07/1992	REGISTERED
Panama	SOFT & DRI	15279	10/22/1981	REGISTERED
Panama	ZERO FRIZZ	84254	04/12/1999	REGISTERED
Paraguay	DEP	218820	10/27/1999	REGISTERED
Paraguay	LA LOOKS	230652	09/21/1990	REGISTERED
Paraguay	SOFT & DRI			FILED
Paraguay	ZERO FRIZZ	320494	04/30/2009	REGISTERED
Peru	DEP	95934	02/14/1992	REGISTERED
Peru	DEP	81388	06/28/2002	REGISTERED
Peru	L.A. LOOKS	95935	02/14/1992	REGISTERED
Philippines	DEP	42009009051	03/18/2010	REGISTERED
Philippines	PURE & NATURAL	64566	04/22/1997	REGISTERED
Philippines	ZERO FRIZZ	42000003515	05/26/2006	REGISTERED
Poland	DEP	191404	03/19/2004	REGISTERED
Puerto Rico	L.A. LOOKS*			FILED
Puerto Rico	SOFT & DRI	17530	01/16/1973	REGISTERED
Qatar	DEP	7397	05/23/1989	REGISTERED
Qatar	L.A. LOOKS	32030	01/31/2007	REGISTERED
Russian Federation	DEP	87197	11/20/1989	REGISTERED
Russian Federation	L.A. LOOKS	89371	06/04/1990	REGISTERED
St. Kitts-Nevis	SOFT & DRI	2007/0246	07/04/2007	REGISTERED
Saudi Arabia	L.A. LOOKS	224/43	08/22/1990	REGISTERED
Singapore	L.A. LOOKS	T8800878C	02/29/1988	REGISTERED
South Africa	DEP	94/7996	07/28/1994	REGISTERED
South Africa	L.A. LOOKS	94/7997	07/28/1994	REGISTERED

Country	Trademark	Reg #	/Reg Date	Status
South Africa	SOFT & DRI	B69/1731/2	04/21/1969	REGISTERED
Sri Lanka	DEP*			FILED
Sri Lanka	L.A. LOOKS	119826	06/24/2004	REGISTERED
Surinam	SOFT & DRI	20993	08/01/2007	REGISTERED
Taiwan	DEP	987057	03/01/2002	REGISTERED
Taiwan	DEP	876114	12/01/1999	REGISTERED
Taiwan	DEP	382195	11/16/1987	REGISTERED
Taiwan	DEP (chin.)	388451	01/16/1988	REGISTERED
Thailand	DEP	Kor118359	10/17/1988	REGISTERED
Trinidad & Tobago	DEP	20486	10/03/1994	REGISTERED
Trinidad & Tobago	L.A. LOOKS	20485	10/03/1994	REGISTERED
Trinidad & Tobago	SOFT & DRI	5516	06/11/1969	REGISTERED
Turkey	L.A. LOOKS	135875	04/09/2012	REGISTERED
United Arab Emirates	DEP	2747	01/31/1994	REGISTERED
United Arab Emirates	L.A. LOOKS	2748	01/31/1994	REGISTERED
Great Britain	DEP	1336806	02/26/1988	REGISTERED
Great Britain	L.A. LOOKS	B1335591	02/16/1988	REGISTERED
Great Britain	SOFT & DRI	2483631	08/15/2008	REGISTERED
Uruguay	L.A. LOOKS	337622	05/26/1992	REGISTERED
Uruguay	SOFT & DRI	384790	09/11/2008	REGISTERED
Venezuela	DEP	F-160327	06/10/1994	REGISTERED
Venezuela	L.A. LOOKS	155363-F	03/18/1994	REGISTERED
Venezuela	L.A. LOOKS	P-177478	07/10/1995	REGISTERED
Venezuela	SOFT & DRI	65456-F	06/08/1971	REGISTERED
Vietnam	L.A. LOOKS	20495	04/22/1996	REGISTERED
Yemen Arab	DEP	26902	05/25/2005	REGISTERED
Yemen Arab	L.A. LOOKS	27101	05/25/2005	REGISTERED
International	THICKER FULLER HAIR*			FILED
Dominican Republic	LA BELLA*			FILED
Mexico	TFH	815042	11/26/2003	REGISTERED
United States	ZERO FRIZZ THE SCIENCE OF SMOO*	Application # 86/021,016	Filing date: 07/26/2013	FILED

* This mark is not registered. Application pending.

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof (“Trademarks”) which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks) dated September __, 2013 between Grantor and Grantee, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: