

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
HatchBeauty Agency, LLC		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Enhanced Small Business Investment Company, LP
Street Address:	601 Lexington Avenue, 55th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	85366552	INVISBLEND
Serial Number:	85543407	BETTER YOU BETTER ME
Serial Number:	85544506	PRETTY PRETTY
Serial Number:	85593743	DROPLET
Serial Number:	85575134	FERN
Serial Number:	85571129	I WISH FOR
Serial Number:	85593865	ENTHRIVE
Serial Number:	85593934	HEALTH THAT SHOWS
Serial Number:	85593804	REDEW
Serial Number:	85575070	YOUTH BOX
Serial Number:	85567257	WELL LAB
Serial Number:	85845198	ARGANLUXE
Serial Number:	85882632	BOTANICAL BOUNTY
Serial Number:	85901488	MAKEUPWORKS

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Serial Number:	85901485	MAKEUPWORKS
Serial Number:	85940926	STAR PALETTES
Serial Number:	85941427	SPOTLIGHT PALETTE
Serial Number:	85954579	GRAPHIC LINE
Serial Number:	86058695	PERFECT NUDES
Serial Number:	86069900	BEAUTY PRESCRIPTION
Serial Number:	86073605	BEAUTY WELL
Serial Number:	86092780	EXPLORE BEAUTY
Serial Number:	85401381	HATCHBEAUTY AGENCY
Serial Number:	85978866	DROPLET
Serial Number:	85754738	AGE THERAPY
Serial Number:	85754744	HYDRA LIGHT
Serial Number:	85754747	AGELESS CLARITY
Serial Number:	85800314	BEAUTY'S MOST WANTED

CORRESPONDENCE DATA

Fax Number:

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

Phone: 303-866-0291

Email: trademarks.atl@bryancave.com

Correspondent Name: Mike Spies/Bryan Cave LLP

Address Line 1: 1700 Lincoln Street, Suite 4100

Address Line 4: Denver, COLORADO 80203

ATTORNEY DOCKET NUMBER:	0358010
NAME OF SUBMITTER:	Mike Spies
Signature:	/Mike Spies/
Date:	12/23/2013

Total Attachments: 5

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REEL: 005181 FRAME: 0241

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, HATCHBEAUTY AGENCY, LLC, a Delaware limited liability company (the "Pledgor"), is the owner of the trademark applications and registrations listed on Schedule A attached hereto (all such trademarks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of December 20, 2013, in which, among other things, the Pledgor has agreed with Enhanced Small Business Investment Company, LP, as Lender (the "Lender"), with offices at 601 Lexington Ave, 55th Floor, New York, NY 10022, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Lender a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Lender under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Patents and Trademarks as of December 20, 2013.

HATCHBEAUTY AGENCY, LLC

By: _____

Name: _____

Title: _____

[signature page to Grant of Security Interest in Patents and Trademarks]

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

Schedule A

**TRADEMARKS AND TRADEMARK APPLICATIONS
HATCH BEAUTY AGENCY, LLC**

<u>TRADEMARKS</u>						
Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Hatch Beauty Agency, LLC	USA	INVISIBLEND	85-366552	7/8/2011	NOA 1/31/2012 3rd Extension Granted	N/A
Hatch Beauty Agency, LLC	USA	BETTER YOU BETTER ME	85-543407	2/15/2012	NOA 8/21/2012, 2nd Ext Granted	N/A
Hatch Beauty Agency, LLC	USA	PRETTY PRETTY	85-544506	2/15/2012	NOA 8/21/2012, 2nd Ext Granted	N/A
HatchBeauty Agency, LLC	USA	DROPLET	85-593743	4/10/2012	NOA 8/28/2012, 2nd Ext Granted; Request to Divide granted and registered	N/A
HatchBeauty Agency, LLC	USA	FERN	85-575134	3/20/2013	11/05/2013 Abandoned	N/A
HatchBeauty Agency, LLC	USA	I WISH FOR	85-571129	3/15/2012	NOA 8/28/2012, 2nd Ext	N/A

					Granted	
HatchBeauty Agency, LLC	USA	ENTHRIVE	85-593865	4/10/2012	NOA 9/11/2012, 2nd Ext Granted	N/A
HatchBeauty Agency, LLC	USA	HEALTH THAT SHOWS	85-593934	4/10/2012	NOA 9/11/2012, 2nd Ext Granted	N/A
HatchBeauty Agency, LLC	USA	REDEW	85-593804	4/10/2012	NOA 9/11/2012, 2nd Ext Granted	N/A
HatchBeauty Agency, LLC	USA	YOUTH BOX	85-575070	3/20/2013	NOA 9/11/2012, 2nd Ext Granted	N/A
HatchBeauty Agency, LLC	USA	WELL LAB	85-567257	3/12/2012	Suspension 05/31/2012	N/A
HatchBeauty Agency, LLC	USA	ARGANLUXE	85-845198	2/28/2013	NOA 9/17/2013	N/A
HatchBeauty Agency, LLC	USA	BOTANICAL BOUNTY	85-882632	3/21/2013	NOA 8/27/2013	N/A
HatchBeauty Agency, LLC	USA	MAKEUPWORKS	85-901488	4/11/2013	NOA 8/27/2013	N/A
HatchBeauty Agency, LLC	USA	MAKEUPWORKS	85-901485	4/11/2013	NOA 8/27/2013	N/A
Hatch Beauty Agency, LLC	USA	STAR PALETTES	85-940926	5/23/2013	Published, 10/29/13	N/A
Hatch Beauty Agency, LLC	USA	SPOTLIGHT PALETTE	85-941427	5/23/2013	Office action, 9/13/13	N/A
Hatch Beauty	USA	GRAPHIC LINE	85-954579	6/8/2013	Published,	N/A

Agency, LLC					10/29/13	
Hatch Beauty Agency, LLC	USA	PERFECT NUDES	86-058695	9/18/2013		N/A
Hatch Beauty Agency, LLC	USA	BEAUTY PRESCRIPTION	86-069900	9/19/2013	Demand letter from Stallex attorney re: BEAUTYRX, 10/28/13; do not use mark pending PTO opinion	N/A
Hatch Beauty Agency, LLC	USA	BEAUTY WELL	86-073605	9/24/2013		N/A
Hatch Beauty Agency, LLC	USA	EXPLORE BEAUTY	86-092780	10/16/2013		N/A
<u>REGISTERED MARKS</u>						
Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Hatch Beauty Agency, LLC	USA	HATCHBEAUTY AGENCY	85401381	8/18/2011	2/21/2012 Reg	N/A
Hatch Beauty Agency, LLC	USA	DROPLET	85-978866	4/10/2012	6/04/2013 Reg	N/A
Hatch Beauty Agency, LLC	USA	AGE THERAPY	85-754738	10/15/2012	8/27/2013 Reg.	N/A
Hatch Beauty Agency, LLC	USA	HYDRA LIGHT	85-754744	10/15/2012	9/10/2013 Reg.	N/A
Hatch Beauty Agency, LLC	USA	AGELESS CLARITY	85-754747	10/15/2012	9/3/2013 Reg.	N/A
Hatch Beauty Agency, LLC	USA	BEAUTY'S MOST WANTED	85-800314	12/11/2012	8/13/2013 Reg.	N/A