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
IT Cosmetics, LLC		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One U.S. Bank Plaza, 12th Floor
Internal Address:	Mail Code SL-MO-T12M, Leveraged Finance Group
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: MISSOURI

PROPERTY NUMBERS Total: 105

Property Type	Number	Word Mark
Serial Number:	77243423	ABS IN A BOX
Serial Number:	77252783	BOOBS AND CLEAVAGE IN A BOX
Serial Number:	77838503	BROW POWER
Serial Number:	77797507	BYE BYE CONCEALER
Serial Number:	77797582	BYE BYE COSMETICS
Serial Number:	77796754	BYE BYE LID LINES
Serial Number:	77797465	BYE BYE PORES
Serial Number:	77477452	BYE BYE UNDER EYE
Serial Number:	85211951	CELEBRATION FOUNDATION
Serial Number:	77230899	CHUTZPAH
Serial Number:	85278141	DROPS OF LIGHT TECHNOLOGY
Serial Number:	77299856	EYES OF SEDUCTION
Serial Number:	77454793	GET WET

CH $2640.00 77243423

Serial Number:	77433944	GROUNDBREAKING COSMETIC BODY SCULPTING
Serial Number:	85128636	GROW-LUXE
Serial Number:	85790244	HEAVENLY LUXE
Serial Number:	85211934	HELLO LASHES
Serial Number:	85489703	HELLO LIGHT
Serial Number:	85080510	INNOVATIVE TECHNOLOGY COSMETICS
Serial Number:	85080587	INNOVATIVE TECHNOLOGY COSMETICS
Serial Number:	85600759	INNOVATIVE TECHNOLOGY COSMETICS
Serial Number:	77278386	IT COSMETICS
Serial Number:	85600815	IT COSMETICS
Serial Number:	77346847	IT COSMETICS
Serial Number:	85600244	IT COSMETICS
Serial Number:	77299885	JE NE SAIS QUOI
Serial Number:	85278144	LOVE STORY
Serial Number:	77299832	MY BEAUTIFUL BREASTS
Serial Number:	77299811	MY NAUGHTY MOUTH
Serial Number:	77512752	MY YOUTHFUL SMILE
Serial Number:	85228753	NO TUG
Serial Number:	77543269	REVERSE BIRTHDAY
Serial Number:	77303127	SMOKIN' HOT LEGS
Serial Number:	85656072	YBBB
Serial Number:	85656101	YLBB
Serial Number:	85656084	YOUR BROWS BUT BETTER
Serial Number:	85656121	YOUR SKIN BUT BETTER
Serial Number:	85926923	50/50
Serial Number:	85534624	ANTI-AGING ARMOUR
Serial Number:	85905126	BEAUTY FULLY
Serial Number:	86000813	BLUR BABY BLUR
Serial Number:	86029213	BLURRED LINES
Serial Number:	77477450	BOOB JOB
Serial Number:	85786974	BRUSH BONNET
Serial Number:	85918760	BYE BYE BREAKOUT
Serial Number:	85918743	BYE BYE DRAMA
Serial Number:	86081384	BYE BYE FOUNDATION
Serial Number:	85919188	BYE BYE OVER EYE

	85901498	BYE BYE REDNESS
Serial Number:	85775777	BYE BYE ROOTS
Serial Number:	85846224	BYE BYE SCAR
Serial Number:	86000627	CC+
Serial Number:	86079081	CLINICALLY PROVEN. SKIN LOVING. PROBLEM
Serial Number:	86035286	COLOR INFUSED SKINCARE
Serial Number:	86047349	CONFIDENCE IN A COMPACT
Serial Number:	86071257	DISCOVER IT KIT
Serial Number:	86055993	DISCOVER IT. LOVE IT. BELIEVE IT.
Serial Number:	85883609	EXPERIENCE VELVET
Serial Number:	85888042	EYE FOUNDATION
Serial Number:	86024837	EYE LIFT IN A TUBE
Serial Number:	86034821	FEEL THE MOMENT
Serial Number:	86109923	GET COMPLIMENTS ON YOUR SKIN
Serial Number:	86071254	GO VERTICAL
Serial Number:	85881835	GREAT FOUNDATION GIVES YOU GREAT SKIN
Serial Number:	85881811	GREAT MAKEUP GIVES YOU GREAT SKIN
Serial Number:	85714893	GREAT SKIN DAY
Serial Number:	85793323	HEAVENLY LUXE
Serial Number:	85881842	HELLO BEAUTIFUL
Serial Number:	86031852	HYDRA-SPONGE
Serial Number:	85918798	IT BEAUTY
Serial Number:	85870512	IT BEAUTY SOLUTIONS
Serial Number:	85918916	IT BODY
Serial Number:	85861978	IT CLINICAL
Serial Number:	85918579	IT HAIR
Serial Number:	85918940	IT HOME
Serial Number:	85919130	IT LIFE
Serial Number:	85918829	IT SKIN
Serial Number:	85918892	IT SKINCARE
Serial Number:	85870507	IT SOLUTIONS
Serial Number:	86059219	ITCEUTICALS
Serial Number:	86091701	LINER LOVE
Serial Number:	85888071	LIP FOUNDATION
Serial Number:	85864723	LIVE BEAUTY FULLY

	85858401	MAGIC ERASER
Serial Number:	85853089	NO. 50 SERUM
Serial Number:	85864738	PROBLEM SOLVING BEAUTY
Serial Number:	86013321	REAL BEAUTY, REAL RESULTS
Serial Number:	86013326	REAL ISSUES, REAL RESULTS
Serial Number:	86013324	REAL SCIENCE, REAL RESULTS
Serial Number:	86035334	SPA IN A BOTTLE
Serial Number:	85902288	SUPERHERO
Serial Number:	85902311	SUPERHEROS
Serial Number:	85691787	TIGHTLINE
Serial Number:	85883766	VELVET LUXE
Serial Number:	86071258	WAKEUP CALL
Serial Number:	85656127	YHBB
Serial Number:	85929754	YOU BUT BETTER
Serial Number:	85656135	YOUR HAIR BUT BETTER
Serial Number:	85656137	YOUR LASHES BUT BETTER
Serial Number:	85661967	YOUR LIPS BUT BETTER
Serial Number:	85853101	YOUR MAKEUP BUT BETTER
Serial Number:	86071260	YOUR MOST BEAUTIFUL YOU
Serial Number:	85774043	YOUR NAILS BUT BETTER
Serial Number:	85929778	YOURSELF BUT BETTER
Serial Number:	85656109	YSBB

CORRESPONDENCE DATA

Fax Number: 3146673633

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

Phone: 314.552.6000
Email: ipdocket@thompsoncoburn.com
Correspondent Name: Shoko Naruo
Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299/127235
NAME OF SUBMITTER:	Shoko Naruo
Signature:	/sn/
Date:	01/08/2014

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as the same may be amended, modified, extended, renewed, supplemented or restated from time to time, this "Agreement") is made as of December 20, 2013, by and between IT COSMETICS, LLC, a Delaware limited liability company (the "Debtor"), and U.S. Bank National Association (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and the Secured Party have entered into that certain Loan Agreement of even date herewith (as the same may be amended, modified, extended, renewed, supplemented or restated from time to time the "Loan Agreement"); all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement;

WHEREAS, the Debtor and Secured Party are parties to that certain Security Agreement of even date herewith (as the same may be amended, modified, extended, renewed, supplemented or restated from time to time the "Security Agreement"), pursuant to which the Debtor has granted to the Secured Party a security interest in and lien on, among other things, all of the Debtor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Debtor and all cash and non-cash proceeds thereof;

WHEREAS, as a condition precedent to the Secured Party entering into the Loan Agreement, the Secured Party has required that the Debtor execute and deliver this Agreement to the Secured Party; and

WHEREAS, this Agreement has been granted in conjunction with the security interest granted under the Security Agreement to the Secured Party. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Secured Party a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade

names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Secured Party of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by the Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by the Secured Party by assignment or otherwise and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Secured Party upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Secured Party in connection with any proceedings by, against or involving the Debtor under any Debtor Relief Laws (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any "intent to use" trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement of use is filed and accepted).

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Secured Party, and covenants and agrees with the Secured Party, that:

(a) all of the Patents, registered Trademarks and applications for registration material to Debtor's business are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents and Trademarks material to Debtor's business is valid and enforceable;

(c) (i) no claim has been made or threatened that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced or threatened in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced or threatened in connection with any of the Trademarks;

(d) to the best of the Debtor's knowledge, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks material to Debtor's business, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons;

(e) the Debtor has full limited liability company right, power and authority to execute, deliver and perform its obligations under this Agreement and to grant to the Secured Party a security interest in and Lien on the Collateral;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks; and

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks

material to Debtor's business and agrees not to assign ownership of, or grant any Liens on (other than Liens in favor of the Secured Party), any of the Patents and/or Trademarks during the term of this Agreement.

3. Inspection Rights; Product Quality. Upon reasonable request, the Debtor will permit inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and inspection of the products and records relating thereto by the Secured Party during normal business hours and at other reasonable times. The Debtor will reimburse the Secured Party upon demand for all reasonable costs and expenses incurred by the Secured Party in connection with any such inspection conducted by the Secured Party while any Default or Event of Default under the Loan Agreement has occurred and is continuing. The Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Secured Party, upon the Secured Party's reasonable request from time to time, with a certificate of an officer of the Debtor certifying the Debtor's compliance with the foregoing.

4. Further Assurances. The Debtor hereby agrees that, unless and until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement, any other Loan Document any other agreement, document or instrument or otherwise, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Debtor and the Secured Party shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Secured Party, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement, the Loan Agreement and/or any other Loan Document and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Secured Party any and all further instruments and documents and take any and all further action that the Secured Party may request in good faith in order to perfect and protect the security interest granted by the Debtor to the Secured Party pursuant to this Agreement with respect to the Patents and Trademarks or to enable the Secured Party to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If (a) the Debtor (i) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Secured Party, (ii) obtains rights to any new Patents, registered Trademarks and/or applications to register Trademarks or (iii) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement or (b) a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to any "intent to use" trademark of the Debtor, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Secured Party written notice thereof as required by Section 5.01(a)(iii) of the Loan Agreement.

6. Modification by the Secured Party. The Debtor hereby irrevocably authorizes the Secured Party to modify this Agreement by amending Schedules A, B, C, and/or D to include any future patents, patent applications, trademarks, trademark applications, service marks, service mark applications, service mark registrations and/or trade names covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable Law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Debtor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable law as enacted in any jurisdiction in which any of the Patents and/or Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with, in the case of Trademarks, the goodwill of the Debtor associated therewith), or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and reasonable attorney's fees and expenses), shall apply the residue of such proceeds toward the payment or cash collateralization of

the Secured Obligations in the following order: (a) first, to the payment of all costs, expenses, liabilities and advances made or incurred by the Secured Party in connection with the collection and enforcement of the Secured Obligations and the sale or other realization upon the Collateral; provided, however, that nothing herein is intended to relieve the Debtor of its obligation to pay such costs, expenses, liabilities and advances; (b) second, to the payment of the Secured Obligations in such order and manner as the Secured Party, in its discretion, may elect; and (c) third, to the payment of any surplus remaining after the payment of the amounts mentioned, to the Debtor or to whomsoever may be lawfully entitled thereto. The Debtor shall remain liable to the Secured Party for the payment of any deficiency, with interest. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to the Debtor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party and/or any holder of any of the Secured Obligations may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. The Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the use by the Secured Party of the Patents and/or Trademarks shall be worldwide, and without any liability for royalties or other related charges from the Secured Party to the Debtor. If an Event of Default under the Loan Agreement shall occur and be continuing, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of its rights and remedies under this Agreement. All of the Secured Party's rights and remedies with respect to the Patents and/or Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by Law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) all of the Secured Obligations (other than contingent reimbursement obligations) shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement, any other Loan Document, any other agreement, document or instrument or otherwise, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Debtor and the Secured Party shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and, upon the Debtor's request and at the Debtor's expense, the Secured Party shall execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Secured Party's security interest in the Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement. If claim is ever made on the Secured Party for repayment or recovery of any amount or amounts received by the Secured Party in payment or on account of any of the Secured Obligations (including payment under a guaranty or from application of collateral) and the Secured Party repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over the Secured Party or any Property of the Secured Party or (b) any settlement or compromise of any such claim effected by the Secured Party with any such claimant (including, without limitation, the Borrower and/or the Debtor), then and in such event the Debtor agrees that any such judgment, decree, order, settlement or compromise shall be binding on the Debtor, notwithstanding any cancellation of any note or other instrument or agreement evidencing such Secured Obligations or of this Agreement, and this Agreement shall continue to be effective or be reinstated, as the case may be, and shall secure the payment of the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Secured Party. This Agreement shall continue to be effective or be reinstated, as the case may be, if (a) at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by the Secured Party upon the insolvency, bankruptcy or reorganization of the Borrower and/or the Debtor or otherwise, all as though such payment had not been made or (b) this Agreement is released in consideration of a payment of money or transfer of property or grant of a security interest by the Debtor or any other Person and such payment, transfer or grant is rescinded or must otherwise be returned by the Secured Party upon the insolvency, bankruptcy or reorganization of such Person or otherwise, all as though such payment, transfer or grant had not been made.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation, negotiation, administration and/or enforcement of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting

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any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Debtor on demand by the Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Floating Rate (which interest rate shall fluctuate as and when the Floating Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by the Debtor.

11. Preservation of Patents and Trademarks. The Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter and (b) to preserve and maintain all rights in the Patents and Trademarks, in each case as is commercially reasonable. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

12. Secured Party Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer, employee or agent of the Secured Party as the Secured Party may select, in its sole discretion, as the Debtor's true and lawful agent and attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else. The Debtor hereby ratifies all that such agent or attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Secured Party, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement without the prior written consent of the Secured Party.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of New York (without reference to conflict of law principles); it being understood that, to the extent that the Uniform Commercial Code requires the application of the laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and liens created by this Agreement, the laws of such other jurisdiction shall apply to such matters.

18. Consent to Jurisdiction; Waiver of Jury Trial. THE DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY MISSOURI STATE COURT SITTING IN THE COUNTY OF ST. LOUIS, MISSOURI OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AS THE SECURED PARTY MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. **THE DEBTOR (AND BY ITS ACCEPTANCE HEREOF, THE SECURED PARTY) HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE DEBTOR AND THE SECURED PARTY ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

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IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement as of the date first written above.

IT COSMETICS, LLC ("Debtor")

By_____
Name: Paulo Lima
Title: Chief Financial Officer and
Chief Operating Officer

SCHEDULE A

Patents

None

TRADEMARK
REEL: 005190 FRAME: 0156

SCHEDULE B

Patent Applications

None

TRADEMARK
REEL: 005190 FRAME: 0157

SCHEDULE C

Trademark Registrations

I. **U.S. Registered Trademarks**

Trademark Report

Client: KERJ

REFERENCE #	MARK	CNTRY	APPLICATION #	FILE DATE	REG DATE	REGISTRATION #	STATUS
KERJT0105US	ABS IN A BOX	US	77/243,423	7/31/2007	10/21/2008	3,521,926	REGISTERED
KERJT0106US	BOOBS AND CLEAVAGE IN A BOX	US	77/252,783	8/10/2007	12/15/2009	3,726,006	REGISTERED
KERJT0143US	BROW POWER	US	77/838,503	9/30/2009	10/12/2010	3,859,275	REGISTERED
KERJT0142US	BYE BYE CONCEALER	US	77/797,507	8/5/2009	8/17/2010	3,833,839	REGISTERED
KERJT0141US	BYE BYE COSMETICS	US	77/797,582	8/5/2009	9/7/2010	3,843,923	REGISTERED
KERJT0139US	BYE BYE LID LINES	US	77/796,754	8/4/2009	8/17/2010	3,833,835	REGISTERED
KERJT0140US	BYE BYE PORES	US	77/797,465	8/5/2009	8/17/2010	3,833,838	REGISTERED
KERJT0130US	BYE BYE UNDER EYE	US	77/477,452	5/18/2008	6/23/2009	3,644,712	REGISTERED
KERJT0153US	CELEBRATION FOUNDATION	US	85/211,951	1/6/2011	9/18/2012	4,210,780	REGISTERED
KERJT0101US	CHUTZPAH	US	77/230,899	7/16/2007	12/15/2009	3,725,988	REGISTERED
KERJT0149US	DROPS OF LIGHT TECHNOLOGY	US	85/278,141	3/27/2011	1/3/2012	4,079,447	REGISTERED
KERJT0111US	EYES OF SEDUCTION	US	77/299,856	10/9/2007	6/9/2009	3,636,060	REGISTERED
KERJT0128US	GET WET	US	77/454,793	4/22/2008	11/13/2012	4,242,184	REGISTERED
KERJT0126US	GROUNDBREAKING COSMETIC BODY SCULPTING	US	77/433,944	3/28/2008	6/2/2009	3,632,708	REGISTERED
KERJT0146US	GROW-LUXE	US	85/128,636	9/13/2010	11/8/2011	4,051,768	REGISTERED
KERJT0176US	HEAVENLY LUXE	US	85/790,244	11/29/2012	4/23/2013	4,324,594	REGISTERED
KERJT0152US	HELLO LASHES	US	85/211,934	1/6/2011	1/17/2012	4,086,585	REGISTERED
KERJT0155US	HELLO LIGHT	US	85/489,703	12/7/2011	2/19/2013	4,293,250	REGISTERED
KERJT0144US	INNOVATIVE TECHNOLOGY COSMETICS	US	85/080,510	7/8/2010	2/22/2011	3,923,001	REGISTERED
KERJT0144USA	INNOVATIVE TECHNOLOGY COSMETICS	US	85/080,587	7/8/2010	2/22/2011	3,923,013	REGISTERED
KERJT0159US	INNOVATIVE TECHNOLOGY COSMETICS	US	85/600,759	4/18/2012	12/11/2012	4,257,048	REGISTERED
KERJT0108US	IT COSMETICS	US	77/278,386	9/12/2007	1/19/2010	3,740,434	REGISTERED
KERJT0157US	IT COSMETICS	US	85/600,815	4/18/2012	12/11/2012	4,257,050	REGISTERED
KERJT0119US	IT COSMETICS AND DESIGN	US	77/346,847	12/7/2007	1/26/2010	3,742,874	REGISTERED

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KERJT0158US	IT COSMETICS and Design	US	85/600,244	4/17/2012	12/11/2012	4,257,024	REGISTERED
KERJT0113US	JE NE SAIS QUOI	US	77/299,885	10/9/2007	1/18/2011	3,908,329	REGISTERED
KERJT0150US	LOVE STORY	US	85/278,144	3/27/2011	4/3/2012	4,120,732	REGISTERED
KERJT0110US	MY BEAUTIFUL BREASTS	US	77/299,832	10/9/2007	6/9/2009	3,636,059	REGISTERED
KERJT0109US	MY NAUGHTY MOUTH	US	77/299,811	10/9/2007	6/9/2009	3,636,058	REGISTERED
KERJT0133US	MY YOUTHFUL SMILE	US	77/512,752	7/1/2008	8/25/2009	3,674,185	REGISTERED
KERJT0147US	NO TUG	US	85/228,753	1/28/2011	10/2/2012	4,218,634	REGISTERED
KERJT0135US	REVERSE BIRTHDAY	US	77/543,269	8/10/2008	11/24/2009	3,716,458	REGISTERED
KERJT0117US	SMOKIN' HOT LEGS	US	77/303,127	10/12/2007	6/9/2009	3,636,067	REGISTERED
KERJT0160US	YBBB	US	85/656,072	6/19/2012	7/30/2013	4,377,570	REGISTERED
KERJT0162US	YLBB	US	85/656,101	6/19/2012	7/30/2013	4,377,572	REGISTERED
KERJT0161US	YOUR BROWS BUT BETTER	US	85/656,084	6/19/2012	7/30/2013	4,377,571	REGISTERED
KERJT0164US	YOUR SKIN BUT BETTER	US	85/656,121	6/19/2012	7/30/2013	4,377,573	REGISTERED

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REEL: 005190 FRAME: 0159

II. Foreign Registered Trademarks

Trademark Report

Client: KERJ

REFERENCE #	MARK	CNTRY	APPLICATION #	FILE DATE	REG DATE	REGISTRATION #	STATUS
KERJT0159WOAU	INNOVATIVE TECHNOLOGY COSMETICS	AU	1 133 285	8/20/2012	8/20/2012	1 133 285	REGISTERED
KERJT0157WOAU	IT COSMETICS	AU	1 128 844		8/20/2012	1 128 844	REGISTERED
KERJT0159WOEU	INNOVATIVE TECHNOLOGY COSMETICS	EU	1 133 285	8/20/2012	8/20/2012	1 133 285	REGISTERED
KERJT0108WOEU	IT COSMETICS	EU	1 133 293	8/20/2012	8/20/2012	1 133 293	REGISTERED
KERJT0157WOEU	IT COSMETICS	EU	1 128 844	9/25/2012	8/20/2012	1 128 844	REGISTERED
KERJT0159WOHR	INNOVATIVE TECHNOLOGY COSMETICS	HR	1 133 285	8/20/2012	8/20/2012	1 133 285	REGISTERED
KERJT0108WOHR	IT COSMETICS	HR	1 133 293	8/20/2012	9/25/2012	1 133 293	REGISTERED
KERJT0157WOHR	IT COSMETICS	HR	1 128 844	8/20/2012	8/20/2012	1 128 844	REGISTERED
KERJT0157WOIS	IT COSMETICS	IS	1 128 844		8/20/2012	1 128 844	REGISTERED
KERJT0159WOJP	INNOVATIVE TECHNOLOGY COSMETICS	JP	1 133 285	8/20/2012	8/20/2012	1 133 285	REGISTERED
KERJT0108WOJP	IT COSMETICS	JP	1 133 293	8/20/2012	8/20/2012	1 133 293	REGISTERED
KERJT0159WOMA	INNOVATIVE TECHNOLOGY COSMETICS	MA	1 133 285	8/20/2012	8/20/2012	1 133 285	REGISTERED
KERJT0108WOMA	IT COSMETICS	MA	1 133 293	8/20/2012	9/25/2012	1 133 293	REGISTERED
KERJT0157WOMA	IT COSMETICS	MA	1 128 844	9/25/2012	9/25/2012	1 128 844	REGISTERED
KERJT0159MX	INNOVATIVE TECHNOLOGY COSMETICS	MX	1333778	12/13/2012	3/21/2013	1356169	REGISTERED
KERJT0157MX	IT COSMETICS	MX	1333730	12/13/2012	3/14/2013	1354745	REGISTERED
KERJT0159WORU	INNOVATIVE TECHNOLOGY COSMETICS	RU	1 133 285	8/20/2012	8/20/2012	1 133 285	REGISTERED
KERJT0108WORU	IT COSMETICS	RU	1 133 293	8/20/2012	9/25/2012	1 133 293	REGISTERED
KERJT0159WOSG	INNOVATIVE TECHNOLOGY COSMETICS	SG	1 133 285	8/20/2012	8/20/2012	1 133 285	REGISTERED
KERJT0157WOSG	IT COSMETICS	SG	1 128 844	9/25/2012	8/20/2012	1 128 844	REGISTERED
KERJT0157TW	IT COSMETICS	TW	101056003	10/2/2012	8/1/2013	01592822	REGISTERED
KERJT0159WOVN	INNOVATIVE TECHNOLOGY COSMETICS	VN	1 133 285	8/20/2012	8/20/2012	1 133 285	REGISTERED
KERJT0108WOVN	IT COSMETICS	VN	1 133 293	8/20/2012	9/25/2012	1 133 293	REGISTERED
KERJT0157WOVN	IT COSMETICS	VN	1 128 844	9/25/2012	9/25/2012	1 128 844	REGISTERED

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KERJT0144WO	INNOVATIVE TECHNOLOGY COSMETICS	WO	8/20/2012	1 143 576	REGISTERED
KERJT0159WO	INNOVATIVE TECHNOLOGY COSMETICS	WO	8/20/2012	1 133 285	REGISTERED
KERJT0108WO	IT COSMETICS	WO	8/20/2012	1 133 293	REGISTERED
KERJT0157WO	IT COSMETICS	WO	8/20/2012	1 128 844	REGISTERED

TRADEMARK
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SCHEDULE D

Applications For Trademark Registration

I. **U.S. Trademark Applications**

Trademark Report

Client: KERJ

REFERENCE #	MARK	CNTRY	APPLICATION #	FILE DATE	REG DATE	REGISTRATION #	STATUS
KERJT0209US	50/50	US	85/926,923	5/8/2013			PENDING
KERJT0154US	7 BUTTER OR 8 BUTTER	US					PROPOSED
KERJT0156US	ANTI-AGING ARMOUR	US	85/534,624	2/6/2012			ALLOWED
KERJT0123US	BEAUTIFUL BRIDE	US					PROPOSED
KERJT0198US	BEAUTY FULLY	US	85/905,126	4/16/2013			ALLOWED
KERJT0136US	BLOSSOM BEAUTY	US					PROPOSED
KERJT0213US	BLUR BABY BLUR	US	86/000,813	7/2/2013			PENDING
KERJT0220US	BLURRED LINES	US	86/029,213	8/5/2013			PENDING
KERJT0129US	BOOB JOB	US	77/477,450	5/18/2008			ALLOWED
KERJT0175US	BRUSH BONNET	US	85/786,974	11/26/2012			ALLOWED
KERJT0200US	BYE BYE BREAKOUT	US	85/918,760	4/30/2013			ALLOWED
KERJT0199US	BYE BYE DRAMA	US	85/918,743	4/30/2013			ALLOWED
KERJT0234US	BYE BYE FOUNDATION	US	86/081,384	10/2/2013			PENDING
KERJT0207US	BYE BYE OVER EYE	US	85/919,188	4/30/2013			ALLOWED
KERJT0195US	BYE BYE REDNESS	US	85/901,498	4/11/2013			PENDING
KERJT0174US	BYE BYE ROOTS	US	85/775,777	11/9/2012			ALLOWED
KERJT0178US	BYE BYE SCAR	US	85/846,224	2/11/2013			ALLOWED
KERJT0212US	CC+	US	86/000,627	7/2/2013			PENDING
KERJT0217US	CLINICALLY PROVEN. SKIN LOVING. PROBLEM SOLUTIONS.	US	86/079,081	9/30/2013			PENDING
KERJT0223US	COLOR INFUSED SKINCARE	US	86/035,286	8/12/2013			PENDING
KERJT0225US	CONFIDENCE IN A COMPACT	US	86/047,349	8/25/2013			PENDING

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KERJT0232US	DEFY GRAVITY	US			PROPOSED
KERJT0230US	DISCOVER IT	US	86/071,257	9/22/2013	PENDING
KERJT0227US	DISCOVER IT. LOVE IT. BELIEVE IT.	US	86/055,993	9/4/2013	PENDING
KERJT0191US	EXPERIENCE VELVET	US	85/883,609	3/22/2013	PENDING
KERJT0193US	EYE FOUNDATION	US	85/888,042	3/27/2013	PENDING
KERJT0219US	EYE LIFT IN A TUBE	US	86/024,837	7/31/2013	PENDING
KERJT0222US	FEEL THE MOMENT	US	86/034,821	8/12/2013	PENDING
KERJT0179US	FRIENDS WON'T LET FRIENDS WEAR FOUNDATION	US			PROPOSED
KERJT0236US	GET COMPLIMENTS ON YOUR SKIN	US	86/109,923	11/4/2013	PENDING
KERJT0229US	GO VERTICAL	US	86/071,254	9/22/2013	PENDING
KERJT0190US	GREAT FOUNDATION GIVES YOU GREAT SKIN	US	85/881,835	3/20/2013	ALLOWED
KERJT0189US	GREAT MAKEUP GIVES YOU GREAT SKIN	US	85/881,811	3/20/2013	ALLOWED
KERJT0170US	GREAT SKIN DAY	US	85/714,893	8/28/2012	PENDING
KERJT0177US	HEAVENLY LUXE	US	85/793,323	12/3/2012	ALLOWED
KERJT0188US	HELLO BEAUTIFUL	US	85/881,842	3/20/2013	PENDING
KERJT0221US	HYDRA-SPONGE	US	86/031,852	8/7/2013	PENDING
KERJT0201US	IT BEAUTY	US	85/918,798	4/30/2013	ALLOWED
KERJT0187US	IT BEAUTY SOLUTIONS	US	85/870,512	3/8/2013	ALLOWED
KERJT0204US	IT BODY	US	85/918,916	4/30/2013	PENDING
KERJT0124US	IT BRIDE	US			PROPOSED
KERJT0183US	IT CLINICAL	US	85/861,978	2/27/2013	ALLOWED
KERJT0208US	IT HAIR	US	85/918,579	4/30/2013	PENDING
KERJT0205US	IT HOME	US	85/918,940	4/30/2013	ALLOWED
KERJT0206US	IT LIFE	US	85/919,130	4/30/2013	ALLOWED
KERJT0202US	IT SKIN	US	85/918,829	4/30/2013	PENDING
KERJT0203US	IT SKINCARE	US	85/918,892	4/30/2013	PENDING
KERJT0184US	IT SOLUTIONS	US	85/870,507	3/8/2013	ALLOWED
KERJT0228US	ITCEUTICALS	US	86/059,219	9/9/2013	PENDING
KERJT0171US	JAMIE KERN	US			PROPOSED
KERJT0235US	LINER LOVE	US	86/091,701	10/15/2013	PENDING
KERJT0194US	LIP FOUNDATION	US	85/888,071	3/27/2013	PENDING
KERJT0185US	LIVE BEAUTY FULLY	US	85/864,723	3/1/2013	ALLOWED
KERJT0182US	MAGIC ERASER	US	85/858,401	2/23/2013	ALLOWED
KERJT0134US	MY BEAUTIFUL SMILE	US			PROPOSED
KERJT0116US	MY LUSTFUL LEGS	US			PROPOSED
KERJT0132US	MY YOUTHFUL MOUTH	US			PROPOSED

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KERJT0180US	NO. 50 SERUM	US	85/853,089	2/18/2013	ALLOWED
KERJT0186US	PROBLEM SOLVING BEAUTY	US	85/864,738	3/1/2013	ALLOWED
KERJT0214US	REAL BEAUTY, REAL RESULTS	US	86/013,321	7/17/2013	PENDING
KERJT0216US	REAL ISSUES, REAL RESULTS	US	86/013,326	7/17/2013	PENDING
KERJT0215US	REAL SCIENCE, REAL RESULTS	US	86/013,324	7/17/2013	PENDING
KERJT0226US	REAL, REAL RESULTS	US			PROPOSED
KERJT0224US	SPA IN A BOTTLE	US	86/035,334	8/12/2013	PENDING
KERJT0196US	SUPERHERO	US	85/902,288	4/12/2013	PENDING
KERJT0197US	SUPERHEROS	US	85/902,311	4/12/2013	PENDING
KERJT0218US	TIGHTLINE	US	85/691,787	7/31/2012	ALLOWED
KERJT0192US	VELVET LUXE	US	85/883,766	3/22/2013	PENDING
KERJT0231US	WAKEUP CALL	US	86/071,258	9/22/2013	PENDING
KERJT0165US	YHBB	US	85/656,127	6/19/2012	ALLOWED
KERJT0210US	YOU BUT BETTER	US	85/929,754	5/13/2013	ALLOWED
KERJT0166US	YOUR HAIR BUT BETTER	US	85/656,135	6/19/2012	ALLOWED
KERJT0167US	YOUR LASHES BUT BETTER	US	85/656,137	6/19/2012	ALLOWED
KERJT0168US	YOUR LIPS BUT BETTER	US	85/661,967	6/26/2012	PENDING
KERJT0181US	YOUR MAKEUP BUT BETTER	US	85/853,101	2/18/2013	ALLOWED
KERJT0233US	YOUR MOST BEAUTIFUL YOU	US	86/071,260	9/22/2013	PENDING
KERJT0173US	YOUR NAILS BUT BETTER	US	85/774,043	11/7/2012	ALLOWED
KERJT0211US	YOUSELF BUT BETTER	US	85/929,778	5/13/2013	ALLOWED
KERJT0163US	YSBB	US	85/656,109	6/19/2012	ALLOWED

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REEL: 005190 FRAME: 0164

II. Foreign Trademark Applications

Trademark Report

Client: KERJ

REFERENCE #	MARK	CNTRY	APPLICATION #	FILE DATE	REG DATE	REGISTRATION #	STATUS
KERJT0144WOAU	INNOVATIVE TECHNOLOGY COSMETICS	AU	1 143 576	8/20/2012			PENDING
KERJT0108WOAU	IT COSMETICS	AU	1 133 293	8/20/2012			PENDING
KERJT0144WOBH	INNOVATIVE TECHNOLOGY COSMETICS	BH	1 143 576	8/20/2012			PENDING
KERJT0159WOBH	INNOVATIVE TECHNOLOGY COSMETICS	BH	1 133 285	8/20/2012			PENDING
KERJT0108WOBH	IT COSMETICS	BH	1 133 293	8/20/2012			PENDING
KERJT0157WOBH	IT COSMETICS	BH	1 128 844	9/25/2012			PENDING
KERJT0144BR	INNOVATIVE TECHNOLOGY COSMETICS	BR					PROPOSED
KERJT0159BR	INNOVATIVE TECHNOLOGY COSMETICS	BR					PROPOSED
KERJT0108BR	IT COSMETICS	BR					PROPOSED
KERJT0157BR	IT COSMETICS	BR					PROPOSED
KERJT0144CA	INNOVATIVE TECHNOLOGY COSMETICS	CA	1,596,154	9/27/2012			PENDING
KERJT0159CA	INNOVATIVE TECHNOLOGY COSMETICS	CA	1,596,160	9/27/2012			PENDING
KERJT0108CA	IT COSMETICS	CA	1,596,155	9/27/2012			ALLOWED
KERJT0157CA	IT COSMETICS	CA	1,596,162	9/27/2012			PENDING
KERJT0159WOCH	INNOVATIVE TECHNOLOGY COSMETICS	CH	1 133 285	8/20/2012			PENDING
KERJT0108WOCH	IT COSMETICS	CH	1 133 293	8/20/2012			PENDING
KERJT0157WOCH	IT COSMETICS	CH	1 128 844	9/25/2012			PENDING
KERJT0144WOCN	INNOVATIVE TECHNOLOGY COSMETICS	CN	1 143 576	8/20/2012			PENDING
KERJT0119CN	IT COSMETICS and Design	CN					PROPOSED
KERJT0144WOHR	INNOVATIVE TECHNOLOGY COSMETICS	HR	1 143 576	8/20/2012			PENDING
KERJT0144WOIL	INNOVATIVE TECHNOLOGY COSMETICS	IL	1 143 576	8/20/2012			PENDING
KERJT0159WOIL	INNOVATIVE TECHNOLOGY COSMETICS	IL	1 133 285	8/20/2012			PENDING
KERJT0108WOIL	IT COSMETICS	IL	1 133 293	8/20/2012			PENDING
KERJT0157WOIL	IT COSMETICS	IL	1 128 844	9/25/2012			PENDING
KERJT0108WOIS	IT COSMETICS	IS	1 133 293	8/20/2012			PENDING

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KERJT0157WOJP	IT COSMETICS	JP	1 128 844	9/25/2012	PENDING
KERJT0144WOMA	INNOVATIVE TECHNOLOGY COSMETICS	MA	1 143 576	8/20/2012	PENDING
KERJT0144WOOM	INNOVATIVE TECHNOLOGY COSMETICS	OM	1 143 576	8/20/2012	PENDING
KERJT0159WOOM	INNOVATIVE TECHNOLOGY COSMETICS	OM	1 133 285	8/20/2012	PENDING
KERJT0108WOOM	IT COSMETICS	OM	1 133 293	8/20/2012	PENDING
KERJT0157WOOM	IT COSMETICS	OM	1 128 844	9/25/2012	PENDING
KERJT0144WOPH	INNOVATIVE TECHNOLOGY COSMETICS	PH	1 143 576	8/20/2012	PENDING
KERJT0159WOPH	INNOVATIVE TECHNOLOGY COSMETICS	PH	1 133 285	8/20/2012	PENDING
KERJT0108WOPH	IT COSMETICS	PH	1 133 293	8/20/2012	PENDING
KERJT0157WOPH	IT COSMETICS	PH	1 128 844	9/25/2012	PENDING
KERJT0144WORU	INNOVATIVE TECHNOLOGY COSMETICS	RU	1 143 576	8/20/2012	PENDING
KERJT0144WOSZ	INNOVATIVE TECHNOLOGY COSMETICS	SZ	1 143 576	8/20/2012	PENDING
KERJT0108WOTR	IT COSMETICS	TR	1 133 293	8/20/2012	PENDING
KERJT0157WOTR	IT COSMETICS	TR	1 128 844	9/25/2012	PENDING
KERJT0144WOUA	INNOVATIVE TECHNOLOGY COSMETICS	UA	1 143 576	8/20/2012	PENDING
KERJT0159WOUA	INNOVATIVE TECHNOLOGY COSMETICS	UA	1 133 285	8/20/2012	PENDING
KERJT0108WOUA	IT COSMETICS	UA	1 133 293	8/20/2012	PENDING
KERJT0157WOUA	IT COSMETICS	UA	1 128 844	9/25/2012	PENDING
KERJT0144WOVN	INNOVATIVE TECHNOLOGY COSMETICS	VN	1 143 576	8/20/2012	PENDING

RECORDED: 01/09/2014
TRADEMARK
REEL: 005190 FRAME: 0166