

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
J.A. COSMETICS US, INC.		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3181500	E·L·F· EYES·LIPS·FACE
Registration Number:	3106703	E.L.F.
Registration Number:	3764481	SUGAR KISS
Registration Number:	4087106	E.L.F. EYES LIPS FACE
Serial Number:	86046326	
Serial Number:	86098504	E.L.F. STUDIO

CORRESPONDENCE DATA

Fax Number: 3125774565
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic
 Address Line 1: 525 WEST MONROE
 Address Line 4: Chicago, ILLINOIS 60661

CH \$165.00 3181500

ATTORNEY DOCKET NUMBER:	207545-54
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	01/31/2014
Total Attachments: 5 source=Elf- Trademark Security Agreement#page1.tif source=Elf- Trademark Security Agreement#page2.tif source=Elf- Trademark Security Agreement#page3.tif source=Elf- Trademark Security Agreement#page4.tif source=Elf- Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 31, 2014, by J.A. COSMETICS US, INC., a Delaware corporation ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 31, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

J.A. COSMETICS US, INC.

By: 

Name: Frank Pisani


Title: Chief Financial Officer

Trademark Security Agreement


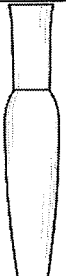
TRADEMARK
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SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Country	Trademark	Registration No.	Registration Date	Owner
United States		3,181,500	05-Dec-2006	J.A. Cosmetics US, Inc.
United States	e.l.f.	3,106,703	20-Jun-2006	J.A. Cosmetics US, Inc.
United States	SUGAR KISS	3,764,481	23-Mar-2010	J.A. Cosmetics US, Inc.
United States	E.L.F. EYES LIPS FACE	4,087,106	17-Jan-2012	J.A. Cosmetics US, Inc.

Trademark Applications

Country	Trademark	Application No.	Application Date	Owner
United States		85/889,765 ¹	28-Mar-2013	J.A. Cosmetics US, Inc.
United States	TRÈS CHIC	86/014,136 ²	18-July-2013	J.A. Cosmetics US, Inc.
United States		86/046,326	23-Aug-2013	J.A. Cosmetics US, Inc.

¹ Intent to Use.

² Intent to Use

United States	E.L.F. STUDIO	86/098,504	22-Oct-2013	J.A. Cosmetics US, Inc.
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RECORDED: 01/31/2014

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