

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J.A. Cosmetics US, Inc.		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	225 Asylum Street
Internal Address:	23rd floor
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Association: UNITED STATES

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: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 212-906-1200
 Email: angela.amaru@lw.com
 Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
 Address Line 1: 885 Third Avenue
 Address Line 2: Suite 1000

CH \$165.00 3181500

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 049111-0021

NAME OF SUBMITTER: Angela M. Amaru

Signature: /s/ Angela M. Amaru

Date: 02/03/2014

Total Attachments: 6

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This instrument, the indebtedness and any other rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the “**Intercreditor Agreement**”) dated as of January 31, 2014 among Bank of Montreal and U.S. Bank National Association, and each holder of this instrument, by its acceptance hereof, shall be bound by the provisions of the Intercreditor Agreement.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this “Second Lien Trademark Security Agreement”) is made as of January 31, 2014, by J.A. COSMETICS US, INC., a Delaware corporation (“Grantor”), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated January 31, 2014 (as amended, restated or supplemented from time to time, the “Second Lien Security Agreement”), in favor of Grantee.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and collaterally assigns to the Grantee for the benefit of the Lender Parties, a continuing security interest in (i) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, brand names, domain names, logos, symbols, trade dress, assumed names, fictitious names and service mark applications, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof) including the registrations and applications listed on Schedule A hereto, together with (ii) all extensions, modifications and renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, and (v) the goodwill of the business symbolized by the foregoing or connected therewith (collectively, the “Trademark Collateral”). 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 Second Lien Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Second Lien 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 Second Lien Trademark Security Agreement and the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall control.

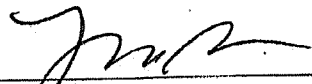
This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed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

This Second Lien Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

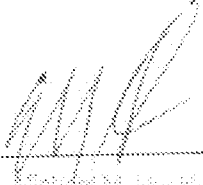
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

I.A. COSMETICS US, INC.


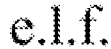
By: 
Name: Frank Pisani
Title: Chief Financial Officer

Acknowledged and Agreed:
U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent



By: 
Name: Mitchell M. Huppel
Title: Vice President

SCHEDULE A TO SECOND LIEN 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		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: 02/03/2014

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