

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Elizabeth Arden Spas, Inc.		03/04/2014	CORPORATION: ARIZONA

**RECEIVING PARTY DATA**

<b>Name:</b>	Webster Bank, National Association
<b>Street Address:</b>	281 Tresser Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2902026	SPA IN A BOX
Registration Number:	2684119	E-SOLUTIONS
Registration Number:	2981437	PRINT-A-GIFT
Registration Number:	2981436	PRINT-A-GIFT
Registration Number:	3085715	SPA 7 52
Registration Number:	2741557	E
Registration Number:	2747766	SPA 7/52 LIVE IT. ANY DAY. EVERYDAY.

**CORRESPONDENCE DATA**

Fax Number: 8602758299  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 860-275-8285  
 Email: jscheib@rc.com  
 Correspondent Name: Jacqueline P. Scheib  
 Address Line 1: 280 Trumbull Street  
 Address Line 2: Robinson & Cole LLP

**900282377**

**TRADEMARK  
 REEL: 005232 FRAME: 0902**

**OP \$190.00 2902026**

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:

Jacqueline P. Scheib

Signature:

/Jacqueline P. Scheib/

Date:

03/07/2014

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of March 4, 2014, by and between **ELIZABETH ARDEN SPAS, INC.**, an Arizona corporation (“Debtor”), and **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association (the “Lender”).

Debtor and the Lender hereby agree as follows:

### **SECTION 1. Definitions; Interpretation.**

(a) Terms Defined in LSA. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the LSA.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Collateral” has the meaning set forth in Section 2.

“Commercial Tort Claims” shall have the meaning provided in the UCC.

“LSA” means that certain Loan and Security Agreement, dated as of the date hereof, by and among Debtor, Elizabeth Arden Salon-Holdings, Inc., a Delaware corporation (“Parent”), the Subsidiaries of Parent party thereto and the Lender, as amended, restated, supplemented or otherwise modified from time to time.

“PTO” means the United States Patent and Trademark Office.

“UCC” means the Uniform Commercial Code as in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the LSA shall also be applicable to this Agreement and are incorporated herein by this reference.

## **SECTION 2. Security Interest.**

(a) Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Debtor to the Lender under the LSA, and as further security for the payment or performance in full of the Obligations, the Debtor hereby ratifies such security interest and grants to the Lender, for the benefit of the Secured Parties, a continuing security interest in and mortgage upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing, in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Debtor agrees that this Agreement and the LSA shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

**SECTION 3. Supplement to LSA.**

This Agreement has been entered into in conjunction with the security interests granted to the Lender for the benefit of the Secured Parties under the LSA or other security documents referred to therein. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the LSA or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.**

Debtor represents and warrants to the Lender that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A attached hereto and made a part hereof.

**SECTION 5. Further Acts.**

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or may be reasonably requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO, at the sole cost and expense of Debtor. In addition, Debtor authorizes the Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Lender. If Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Debtor shall promptly notify the Lender in a writing signed by Debtor of the brief details thereof and grant to the Lender, for the benefit of the Secured Parties, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Lender.

**SECTION 6. Authorization to Supplement.**

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes the Lender unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

**SECTION 7. Binding Effect.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, the Lender and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

**SECTION 8. Governing Law.**

This Agreement is a contract under the laws of the State of New York and shall, pursuant to New York General Obligations Law Section 5-1401, for all purposes be governed by and construed and enforced in accordance with the laws of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

**SECTION 9. Entire Agreement; Amendment.**

This Agreement and the LSA, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the LSA. Notwithstanding the foregoing, the Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the LSA, the terms and provisions of the LSA shall control.

**SECTION 10. Counterparts.**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

**SECTION 11. Termination.**

Upon Full Payment of all Obligations and the termination of the Revolver Commitment, the security interests created by this Agreement shall terminate and the Lender (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security

interests given by Debtor to the Lender hereunder, including cancellation of this Agreement by written notice from the Lender to the PTO.

**SECTION 12. No Inconsistent Requirements.**

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 13. Severability.**

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

**SECTION 14. Notices.**

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the LSA.

**THE NEXT PAGE IS THE SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ELIZABETH ARDEN SPAS, INC.,  
an Arizona corporation, as Debtor

By: \_\_\_\_\_

Name: *Kurt Graham*  
Title: *Vice President*

WEBSTER BANK, NATIONAL ASSOCIATION,  
as the Lender

By: \_\_\_\_\_

Name:  
Title:

Signature Page to Trademark Security Agreement – Elizabeth Arden Spas, Inc.

TRADEMARK  
REEL: 005232 FRAME: 0909

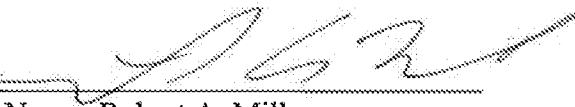


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**ELIZABETH ARDEN SPAS, INC.,**  
an Arizona corporation, as Debtor

By: \_\_\_\_\_  
Name:  
Title:

**WEBSTER BANK, NATIONAL ASSOCIATION,**  
as the Lender

By:  \_\_\_\_\_  
Name: Robert A. Miller  
Title: Senior Vice President

**SCHEDULE A**  
to  
Trademark Security Agreement

Debtor: Elizabeth Arden Spas, Inc.

Trademarks of Debtor

<b>Owner</b>	<b>Trademark Description</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Issue Date</b>
Elizabeth Arden Spas, Inc.	Spa In A Box (cosmetics & fragrances)	76-450062	2902026	11/09/2004
Elizabeth Arden Spas, Inc.	E-Solutions	75-873593	2684119	2/4/2003
Elizabeth Arden Spas, Inc.	Print-A-Gift (gift certificates)	76-479980	2981437	8/2/2005
Elizabeth Arden Spas, Inc.	Print-A-Gift (retail on-line services)	76-479975	2981436	8/2/2005
Elizabeth Arden Spas, Inc.	Spa 752	75-811652	3085715	4/25/2006
Elizabeth Arden Spas, Inc.	E Design	76-449800	2741557	7/29/2003
Elizabeth Arden Spas, Inc.	Spa 7/52. Live It. Any Day. Everyday.	76-050686	2747766	8/5/2003

Pending Trademark Applications of Debtor:

None.